<table>
<thead>
<tr>
<th>Resolution #</th>
<th>Description</th>
<th>Written By</th>
<th>Date</th>
<th>Board meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-1</td>
<td>Adoption of Novato Fire Chief Officers' Association Memorandum of Understanding</td>
<td>Jeanne</td>
<td>1/20/2017</td>
<td>2/1/2017</td>
</tr>
<tr>
<td>2017-7</td>
<td>Call OES Form 130 resolution designates disaster recovery agent</td>
<td>CAL OES</td>
<td>4/3/2017</td>
<td>4/3/2017</td>
</tr>
<tr>
<td>2017-8</td>
<td>Updating the Rainy Day Committed Formula</td>
<td>Jeanne</td>
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<tr>
<td>2017-9</td>
<td>Adoption of Non Sworn Admin Staff Memorandum of Understanding</td>
<td>Felciano</td>
<td>6/23/2017</td>
<td>6/28/2017</td>
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<tr>
<td>2017-10</td>
<td>Adoption of Novato Professional FF Association New Retirement Tier</td>
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<td>Adoption of Novato Professional FF Association Memorandum of Understanding</td>
<td>Felciano</td>
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<tr>
<td>2017-12</td>
<td>Ambulance Fee increase</td>
<td>Villa</td>
<td>6/22/2017</td>
<td>9/6/2017</td>
</tr>
<tr>
<td>2017-13</td>
<td>A RESOLUTION OF THE BOARD OF FIRE DIRECTORS NOVATO FIRE PROTECTION DISTRICT DETERMINING THE 2017/18 APPROPRIATIONS LIMIT</td>
<td>Hom</td>
<td>8/7/2017</td>
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<td>2017-14</td>
<td>October - Breast Cancer Awareness Month</td>
<td>Villa</td>
<td>8/30/2017</td>
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<td>Great American Shakeout</td>
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<tr>
<td>2017-16</td>
<td>Employment Agreement Jeanne Villa Administrative Services Manager</td>
<td>Villa</td>
<td>8/30/2017</td>
<td>10/4/2017</td>
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</table>
RESOLUTION NO. 2017-1


WHEREAS, the Novato Fire Chief Officers Association Local 1775 ("Association") is the formally recognized employee organization of the Novato Fire Chief Officers representation unit; and

WHEREAS, the Association members provide valuable emergency and administrative services to the Novato Fire District; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

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

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 1st day of March, 2017, by the following vote:

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

NOES: none

ABSTAIN: none

ABSENT: none

[Signature]
President, Board of Directors

Attest: 

2017 – 2019 Memorandum of Understanding

Between

Novato Fire Protection District

And the

Novato Fire Chief Officers’ Association, IAFF Local 1775

February 16, 2017
Introduction

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

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

Division Chief
Operations Battalion Chief
Fire Marshal/Battalion Chief
Training Officer/Battalion Chief
Director of EMS/Battalion Chief
Director of Organizational Resources/Battalion Chief

Term

This agreement shall be in effect from January 1, 2017 through December 31, 2019, and supersedes the agreement between the District and the Association for the period of January 1, 2014 through December 31, 2016.

Opener

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

February 16, 2017
Existing Practices

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

Dispute Resolution

Grievance Process – Definition, Scope, and Right to File

1. A grievance is a claimed violation, misinterpretation, inequitable application, or non-compliance with provisions of the following:
   a) Collective bargaining agreement;
   b) Personnel ordinance;
   c) Resolutions;
   d) Existing practices affecting the status or working conditions of District employees;
   e) Complaints of harassment, discrimination, and retaliation based on protected class or activity shall be handled in accordance with District’s 1-XII-4 Anti-Harassment policy and shall not be subject to the grievance procedure. Complaints of harassment, discrimination, and retaliation for Association activity shall be grievable.

2. A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or by the Association.

3. If the District asserts that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 3 is reached. At Step 3, the arbitrator shall evaluate the assertion, and make a ruling prior to hearing the grievance on the merits, if necessary.

Grievance Procedure Steps

1. STEP 1 – Deputy Fire Chief

   a) Within thirty (30) calendar days of the event giving rise to a grievance, the grievant shall present the grievance to the Deputy Fire Chief for disposition.

February 16, 2017
b) The Deputy Fire Chief, or his/her designee, shall issue a written response within fourteen (14) calendar days. If the Deputy Fire Chief fails to issue a written response within fourteen (14) days, the grievant may proceed to Step 2.

2. STEP 2 – Fire Chief

a) If the grievant believes that the grievance has not been redressed in Step 1, he/she may appeal the decision in writing to the Fire Chief within fourteen (14) calendar days of receipt of the Step 1 decision.

b) Within twenty-one (21) calendar days after a Step 2 grievance is filed, the Fire Chief shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

c) Association grievances based on a claim of a violation within its scope of representation shall be initiated at Step 2.

3. STEP 3 – Arbitration

a) If the grievant believes that the grievance has not been adequately resolved at Step 2, the Association may file, in writing, within fourteen (14) calendar days of receipt of the Step 2 decision, a request to arbitrate the grievance.

b) The grievance will be determined by an arbitrator selected by mutual agreement between the District and the Association.

c) The decision of the arbitrator will be final and binding on all parties.

d) Both parties shall endeavor to submit the grievance to the arbitrator within sixty (60) calendar days after filing of the appeal to Step 3.

Immediate Arbitration

1. In cases of alleged irreparable injury, the Association (only) may invoke “immediate arbitration.” The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or “striking”, choose an arbitrator within five (5) workdays of the grievance reaching Step 2, or use the usual “striking” procedure and timelines if the action is stayed pending a decision.

February 16, 2017
2. There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

General Conditions

1. Any time limit may be extended by mutual agreement in writing.

2. An aggrieved employee may be represented by a representative of his/her choice and said representative is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

3. All expenses of arbitration shall be shared equally by the District and the Association

**Document Change History**

The following table contains a change history for this document, including a description of changes.

<table>
<thead>
<tr>
<th>Description of Change</th>
<th>Author/Originator</th>
<th>Approved</th>
<th>Version</th>
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<tr>
<td>Initial Release 1</td>
<td>NFPD/ NFCOA</td>
<td></td>
<td>1</td>
<td>March 1, 2017</td>
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</table>
MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

Date: March 3, 2017
Signature: [Signature]
Print Name: Steven Metcho
Title: President, Board of Directors

On behalf of the NOVATO FIRE CHIEF OFFICERS’ ASSOCIATION

Date: March 3, 2017
Signature: [Signature]
Print Name: Jeff Veliquette
Title: NFCA Representative

February 16, 2017
TABLE OF CONTENTS:

Section 1: Wages
Section 2: Benefits
Section 3: Physical Fitness
Section 4: Leaves
Section 5: Staffing
Section 6: Attachment A
Section 1 - Wages

Wages for the term of this contract are listed in this section.

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

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift Battalion Chief</td>
<td>$12,124.70</td>
</tr>
<tr>
<td>Day Battalion Chief</td>
<td>$12,730.94*</td>
</tr>
</tbody>
</table>

*Represents a 5% differential for day battalion chiefs.

Effective 1/1/2018 and 1/1/2019, NFPD will grant a 2% increase in each member’s base salary. However, if property tax estimate realized by the NFPD (based on County of Marin Property Tax Revenue for the NFPD) as of June 10, 2017 and June 10, 2018 is more than 2% above the previous year’s property tax revenue, then for each full percentage increase in property tax the NFPD realizes over 2%, the NCOA members will get .5% additional increase in their annual base salary capped at a maximum possible of an additional 1% per year.

Pay While Acting Fire Chief or Deputy Fire Chief
The District may offer the role of Acting Fire Chief or Acting Deputy Fire Chief to Chief Officers who are deemed qualified to fill this role by the District Board of Directors (“BOD” or “Board”) and as determined by the Fire Chief while the Fire Chief or Deputy Chief is unavailable.

The following outlines the exclusive structure as to how the Chief Officers should be compensated while or as a result of temporarily filling these roles, notwithstanding anything to the contrary in the MOU.

The procedure for such temporary assignments shall be as follows:

1. The Board of Directors shall determine those Chief Officers authorized to work as Acting Fire Chief during the unavailability of the current Fire Chief. The Fire Chief will determine those Chief Officers authorized to work as Acting Deputy Fire Chief when the current Deputy Chief is unavailable.

2. A member serving in the role of Acting Fire Chief shall be paid the differential between the individuals hourly rate and the Fire Chief/Deputy Chief hourly rate (refer to Fire Chief’ or Deputy Fire Chief employment agreement for hourly rate) while on regular duty hours, to a maximum of 10 hours per work day. Hours are based on the members regular work schedule. On scheduled days off, members will be paid ½ hour of overtime for every hour of Acting Fire Chief/Deputy Chief coverage to a maximum of 12 hours of overtime.
3. If the Acting Fire Chief/Acting Deputy Chief is called into the District on emergency response for any incident, members will be paid their regular overtime rate for each hour worked. During the emergency response time, members will only receive their regular overtime rate and not both the Acting Fire Chief/Acting Deputy Chief rate and their regular overtime rate.

4. The Fire Chief will assign an authorized Chief Officer to the role of Acting Fire Chief/Acting Deputy Fire Chief based upon low hours in TeleStaff.

5. Chief Officers on promotional probation are not eligible to work as Acting Fire Chief/Acting Deputy Fire Chief.

6. Duties for the Acting Fire Chief/Acting Deputy Fire Chief include, but are not limited to:
   a. Perform all duties of the Fire Chief/Deputy Chief as directed by the Fire Chief and/or the Board President.
      i. It is understood that circumstances may arise requiring the Acting Fire Chief/Acting Deputy Fire Chief to work in the District on a normally scheduled day off.
   b. Administrative and operational management of the Fire District 24 hours a day, seven days a week.
   c. Respond to emergency incidents in support of the Incident Commander and Incident Command Post
   d. As Acting Fire Chief, daily check-in with the Board President via a phone call.
   e. Conduct recurring OPS and weekly staff planning meetings.
   f. Attend Board meetings in the role of Fire Chief.
   g. All other duties as described in the Fire Chief/Deputy Fire Chief job descriptions.
   h. Attend community interaction events as directed by the Fire Chief or Board President.

SECTION 2 – Benefits

Introduction

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

February 16, 2017
Retirement

For Battalion Chief promoted prior to December 1, 2013, the District will contribute an amount equal to 75% toward the Chief Officer’s portion of retirement contribution to the Marin County Employees Retirement Association (MCERA).

For Battalion Chiefs promoted after December 1, 2013, the District will contribute the following amounts toward the Chief Officer’s portion of retirement contribution to the Marin County Employees Retirement Association (MCERA). The 5% District contribution towards the member portion of retirement contributions to MCERA will cease on January 1, 2019 through annual reductions as stated in the chart below. Longevity pay for these members will be discontinued effective January 1, 2019.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Reduction in Subvention Amount Paid by District</th>
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<tbody>
<tr>
<td>January 1, 2017</td>
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</tr>
<tr>
<td>January 1, 2018</td>
<td>2%</td>
</tr>
<tr>
<td>January 1, 2019</td>
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</table>

This benefit is not intended to apply to the member’s base salary for the purpose of calculating overtime rates or reimbursement or any other salary enhancement.

Retirement Tiers

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

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

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

Accrued Sick Leave Towards Retirement

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

February 16, 2017
Sick Leave Payout

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

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

District MCERA Contribution after 30 Years of Service

After 30 year of service, District contributions to MCERA continue until retirement of the member.

Member MCERA Contribution after 30 Years of Service

After 30 years of participation in MCERA, the employee is no longer required to make retirement contributions to MCERA.

Deferred Compensation

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

Holidays

Paid holidays for Chief Officers are:

New Years’ Day, Martin Luther King’s birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran’s Day, Thanksgiving, Friday following Thanksgiving, Christmas, two floating holidays taken at member’s discretion.

4-hour (p.m.) holiday on weekday Christmas Eve Day.

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

February 16, 2017
Emergency Response Pay

Chief Officers shall earn emergency response pay, hour for hour, at time and one half. Emergency Response pay starts when the Chief Officer initiates their response to the incident or District, and ends when they are released form the incident or District coverage. Members shall be paid for a minimum of one hour for each emergency response.

Emergency response shall be entered into TeleStaff as “Emergency Response (ER)” and will be compensated as OT paid or CTO2 hours.

Chief Officers, who are certified and qualified according to California Incident Command/Certification System (CICCS), will earn emergency response pay, portal to portal, at time and one-half for mutual aid responses under the California Fire Assistance Act or any other currently applicable mutual aid agreements.

Wildland Duty Coverage

Effective January 1, 2017, Battalion Chiefs will be paid 12 hours of overtime for every 24 hours of Wildland Duty coverage performed. Overtime is based on the individual Battalion Chief’s base hourly rate.

Overtime

Chief Officers will receive time and one-half for all overtime worked effective July 1, 2005. This includes overtime for meetings and classes required by the District, that are not being compensated by the administrative project/program management pay. Overtime is based on the individual Battalion Chief’s base hourly rate.

Day Chief Officers who are qualified to work Shift Battalion Chief positions shall receive time and one-half in excess of their 40-hour work week.

Overtime will only be approved for work that is not currently compensated by any other compensatory tool.

Overtime Procedures

1. Overtime shall be allocated and paid in accordance with existing policy.

2. Shift overtime for Chief Officers working a shift assignment shall conform to existing overtime policies and procedures and does not require approval from the Deputy Fire Chief or Fire Chief.

February 16, 2017
3. Overtime requests for all Chief Officers, other than scheduled shift overtime, shall require pre-approval from the Deputy Fire Chief or the Fire Chief via email.  
   a. The request shall state the work product requiring the overtime, and the hours of overtime requested. A Chief Officer shall always consider whether it is necessary to work outside his/her normal work schedule or while off-duty to complete his/her work prior to requesting approval for overtime.

4. Request clarification from the Deputy Fire Chief or the Fire Chief, if a Chief Officer is unsure of his/her priorities, urgency of the work product, or the justification to work overtime, prior to making the request.

5. Overtime may be worked without approval if there is an urgent, unplanned, and high priority assignment or event. However, this is an exception to the normal process and an email must be sent to the Deputy Fire Chief or the Fire Chief via email within 24 hours of the occurrence.

TeleStaff Entries

1. Chief Officers are responsible for entering all “exceptions” to his/her pay and work schedule in the TeleStaff system.

2. The “Notes” section of the entry screen should be used to provide a detailed note describing the exception, including appropriate descriptors for out of county or mutual aid assignments.

3. Payroll exceptions will not be approved if there is not a clear explanation of the exception entered in TeleStaff “Notes.”

Overtime for Administrative Project and/or Program Management

Members shall be entitled to 17 hours of overtime per month for all administrative assignments performed on or off duty. These overtime hours shall be paid in the first pay period of each month and shall be considered as compensation in full for administrative project and/or program management.

February 16, 2017
Insurance for Active Members

Medical

District Employer Contribution for Medical Insurance Benefits

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing 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.

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

Supplemental Benefit Allowance

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

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

The caps for the District contribution towards medical insurance premiums are based upon the CalPERS Kaiser HMO premium; this rate shall be adjusted annually.

Members are responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance cap of 80%.

February 16, 2017
Section 125 Cafeteria Plan

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

Medical Insurance Stipend

The District will provide a $700.00 per month stipend to a deferred compensation plan for members who choose not to participate in the District’s medical insurance program.

Members who choose not to participate in the District’s medical insurance program are not eligible to receive any Supplemental Benefit Allowance as described previously.

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

Dental

The District shall pay 100% of the premium for dental coverage for $1,500 per person per year, for all members and their dependents.

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

The lifetime deductible is $50 ($150 for Family).

Vision

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

Life Insurance

The District will provide a program of life insurance and accidental death and dismemberment for all Chief Officers. The District’s contribution to the premium and the amount of coverage is shown in the following table.
Life Insurance and AD&D District Contribution

<table>
<thead>
<tr>
<th>Position</th>
<th>District Contribution</th>
<th>Amount of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Officer</td>
<td>$12.00 or 50% of premiums (whichever is greater)</td>
<td>$60,000 AD&amp;D</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$60,000 Life</td>
</tr>
</tbody>
</table>

Employee Assistance Program (EAP)

The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program through the Managed Health Network (MHN) offers 10 counseling sessions per incident per year for all members and their dependents, in addition to online services.

Insurance for Retired Members

District Employer Contribution for Retiree Medical Insurance Benefits

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

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

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

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

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

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

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

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

**Dental**

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

**Vision**

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

**CSFA Dues**

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

**Continuing Education Leave**

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

February 16, 2017
Continuing Professional Education (CPE)

Continuing professional education for Chief Officers includes:

Chief Officers will be given up to two weeks per year to attend Chief Officer classes, NWCG classes, or classes that pertain to their area of responsibility; if funds are available.

One of the two weeks per year must be devoted to Chief Officer courses until certification is completed.

Only Shift Battalion Chiefs will be paid up to ten hours/eight hours minimum of overtime pay for each day that they are at class and not scheduled to be on duty.

The District will pay for books, tuition, food, mileage and lodging for all Chief Officers.

Educational Incentive Program 1

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

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

Category 1:

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

Category 2:

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

February 16, 2017
Educational Incentive Program II

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

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

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

Category 1:

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

Category 2:

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

Category 3:

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

Vehicles

All Chief Officers will be provided with vehicles equipped for emergency response and incident command or support operations. The vehicles will be used to drive to and from work, respond to emergencies, and to conduct other District related business.

February 16, 2017
District vehicles may be used as needed by Chief Officers with duty weekend coverage or during such times and events that may necessitate emergency response into the District.

**Sick Leave Incentive**

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

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

**Section 3 – Physical Fitness**

**Introduction**

This section includes information about physical fitness examinations and provisions for exercise.

**Examinations**

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

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

**Exercise**

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

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

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

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

February 16, 2017
The Fire Chief or their designee will evaluate the cost-effectiveness of the program using, but not limited to the following criteria to determine whether to continue the program or not:

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

Other procedures regarding physical fitness are set forth in the Physical Fitness Policy 1019.

**Section 4 - Leaves**

**Introduction**

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

**Bereavement Leave (1048)**

Bereavement leave is granted for members to attend services in the event of a death within the immediate family of the member. Refer to policy 1048 Sick and Other Health Leaves for complete guidelines on bereavement leave.

**Catastrophic Leave (1048)**

Permanent full-time and part-time members who are incapacitated due to an off-duty-catastrophic illness or injury may retain their position within the organization, with pay and benefits for a period of up to one year. The program will be known as the Catastrophic Leave Plan. Refer to policy 1048 Sick and Other Health Leaves for complete guidelines on catastrophic leave.

**Compensatory Time Off (1045)**

Members who work overtime will be given the opportunity to convert their time worked into Compensatory Time Off (CTO). CTO shall accrue at 1 ½ hours per hour worked. Please refer to Policy 1045 Compensatory Time Off for complete guidelines on compensatory time off.
Family Medical Leave Act (FMLA) (1037)

To the extent not already provided under current leave policies and provisions, the District will provide family and medical care leave for eligible members as required by State and Federal law. Please see Policy 1037 Family and Medical Leave for complete guidelines on FMLA.

Family Sick leave (1048)

In accordance with the Labor Code section 233 the District will allow a member to use up to one half (½) of their yearly accrual of sick leave for the illness or injury of an immediate family member in any calendar year. Please refer to Policy 1048 Sick and Other Health Leaves for complete guidelines on family sick leave.

Flex Time (1050)

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

Personal Sick Leave (1048)

Personal sick leave is leave from duty which may be granted by the District to a member because of personal illness, injury or for personal medical, dental, and optical appointments to the extent that such appointments cannot be scheduled outside the workday. Please see Policy 1048 Sick and Other Health Leaves for complete guidelines on personal sick leave.

Shift Trades (1046)

Please refer to Policy 1046 Shift Trades for complete guidelines on shift trades.

Vacation (1047)

Vacation time must be used in accordance with policy 1047 and is earned as follows:

1 Year of Service

After one year of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn six (6) shifts off.
- Day personnel shall earn 102 hours off.

5 Years of Service

February 16, 2017
After five years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn nine (9) shifts off.
- Day personnel shall earn 153 hours off.

10 Years of Service

After ten years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn eleven (11) shifts off.
- Day personnel shall earn 187 hours off.

15 Years of Service

After fifteen years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn thirteen (13) shifts off.
- Day personnel shall earn 221 hours off.

20 Years of Service

After twenty years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn sixteen (16) shifts off.
- Day personnel shall earn 272 hours off.

25 Years of Service

After twenty-five years of continuous service, each regular paid member shall be entitled to an annual vacation with pay:

- Shift Personnel shall earn eighteen (18) shifts off.
- Day personnel shall earn 306 hours off.

Vacation Rollover

The District will allow members to rollover their annual vacation shifts/days to the following year and each member may bank twice their annual vacation accrual in this account.
The District at the request of the member will pay the member up to 50% of their total accrued vacation. Cash out will only take place during the last pay period of June.

If a member is unable to use earned vacation time due to staffing issues or a worker’s compensation injury, the unused vacation time may rollover to the next calendar year providing:

There are no days/shifts remaining in the year for the member to take earned vacation time.

All vacation time carried over must be used as regular vacation time including the 13th vacation day for shift members.

Vacation picks for shift members at the end of the year are allowed into the next calendar year to complete a block of three (3) shifts.

Shift Chief Officers may not take overlapping vacations without prior approval of the Fire Chief.

Section 5 - Staffing

Introduction

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

Class C License

All members are required to possess a valid Class C license as a condition of employment.

Callback

Regular Callback

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

1. Off-duty Shift Battalion Chief
2. Qualified day Chief Officer
3. Certified acting Battalion Chief

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

Mandatory Callback

February 16, 2017
If a Shift Battalion Chief vacancy causes mandatory callback, the off-going Shift Battalion Chief will be held over. In this case, current policy may be followed to fill the positions.

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

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

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

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

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

**Required Licensure and Certification**

Battalion Chiefs will maintain CPR/AED certification. Battalion Chiefs promoted after January 1, 2017 will be required to maintain CPR/AED certification, as well as EMT certification.
Supplemental Retiree Benefit Allowance (SRBA) Tables

Members promoted on or prior to 6/30/2009 and retired on or after 1/1/2011

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Supplemental Retiree Benefit Allowance Provisions</th>
<th>Vesting Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.) District will provide a SRBA equal to the difference between the PEMCHA minimum and 100% of the supplemental benefit allowance</td>
<td>Year/Percentage</td>
</tr>
<tr>
<td></td>
<td>2.) Beginning 1/1/2012, the SRBA paid by the District will be 98% and shall decrease by 2% each year, until reaching 82% in 2020 for members in the category.</td>
<td>2010 – 100%</td>
</tr>
<tr>
<td></td>
<td>3.) The SRBA is a fixed amount based on the year of retirement.</td>
<td>2011 – 100%</td>
</tr>
<tr>
<td></td>
<td>4.) Retired members are responsible for paying the difference between the costs of their selected medical insurance premiums.</td>
<td>2012 – 98%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2013 – 96%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2014 – 94%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2015 – 92%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 – 90%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2017 – 88%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2018 – 86%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2019 – 84%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 – 82%</td>
</tr>
</tbody>
</table>
Members promoted on or after January 1, 2011 and Prior to January 1, 2017; and retired on or after January 1, 2011.

<table>
<thead>
<tr>
<th>Supplemental Retiree Benefit Allowance Provisions</th>
<th>Vesting Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.) The District will provide a SRBA based on a vesting formula. Each member will fall into a vesting category based on current years of service on July 1, 2010.</td>
<td>Years of Service/Percentage</td>
</tr>
<tr>
<td>2.) Each member shall accrue an additional .75% for each year of service. This percentage will be added to the original vesting percentage to a maximum of 80%.</td>
<td>0 to end of year 4 – 55%</td>
</tr>
<tr>
<td>3.) The District will pay a percentage of the applicable Kaiser HMO premium towards the retirees’ selected medical plan, based on the vesting percentage to a maximum of 80%.</td>
<td>5 to end of year 9 – 60%</td>
</tr>
<tr>
<td>4.) The District shall establish a retiree health savings (RHS) account for members in this category. Mandatory contributions by the District and member shall be:</td>
<td>10 – end of year 14 – 65%</td>
</tr>
<tr>
<td>Members up to age 39*: District contributes $100/month; member $50.00/month</td>
<td>15 – end of year 19 – 70%</td>
</tr>
<tr>
<td>Members age 40 and above*: District contributes $125/month; member $75.00/month</td>
<td>20 – end of year 24 – 75%</td>
</tr>
<tr>
<td>25 – 30 – 80%</td>
<td></td>
</tr>
</tbody>
</table>

* Both member and District contributions shall be adjusted annually beginning June 30, 2011, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).
<table>
<thead>
<tr>
<th>Supplemental Retiree Benefit Allowance Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.) Members promoted after January 1, 2017 shall carry forward existing retiree health care benefits as defined in the memorandum of understanding between the Novato Fire Protection District and the Novato Professional Firefighters Association in effect on the date of their promotion.</td>
</tr>
</tbody>
</table>
March 2, 2017

I, Mark Heine, Fire Chief of the Novato Fire Protection District, understand the current and future cost of the benefit change in the Memorandum of Understanding between the Novato Fire Protection District and the Novato Fire Chief Officers Association, Local 1775 approved by the Board of Directors on March 1, 2017, as determined by the actuarial report dated December 27, 2016 by Nyhart.

Mark Heine
Fire Chief
RESOLUTION NO. 2017-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND DEPUTY FIRE CHIEF JEFFREY VELIQUETTE

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

WHEREAS, Deputy Fire Chief Jeffrey Veliquette provides a valuable service and leadership to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated salary and benefits of Deputy Fire Chief Jeffrey Veliquette; and

WHEREAS, the Board of Directors finds that salary and benefits for Deputy Fire Chief Jeffrey Veliquette, 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 1st day of March, 2017, by the following vote:

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

NOES: none

ABSTAIN: none

ABSENT: none

Attest: Jeanne Villa

President, Board of Directors
Employment Agreement

Between

Novato Fire Protection District

And

Deputy Fire Chief Jeffrey Veliquette

February 16, 2017
TABLE OF CONTENTS:

Article I: Full Understanding and Agreement
Article II: For Cause Employment
Article III: Termination of Agreement
Article IV: Salary
Article V: Benefits
Article VI: Leaves
Article VII: Retirement
Article VIII: Driver’s License Requirements
Article IX: Mutual Aid and Out of County Response
Article X: Existing District Personnel Rules, Policies and Procedures
Article XI: Additional Provisions
Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Deputy Fire Chief Jeffrey Veliquette ("Deputy Chief"). This employment agreement will be in effect April 1, 2017 through March 31, 2020. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

ARTICLE II - FOR CAUSE EMPLOYMENT

The Deputy Chief's employment with the District shall not be for any particular term and he will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that the Deputy Chief serves as a "for cause" employee, meaning his employment with the District may be terminated by the District for reasons and in the procedural manner provided by the District's personnel rules and State law.

ARTICLE III - TERMINATION OF AGREEMENT

As provided above, the Deputy Chief shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies, and procedures regarding employee performance and discipline and applicable provisions of the Firefighters Procedural Bill of Rights Act.

February 16, 2017
ARTICLE IV – SALARY
The Deputy Fire Chief’s salary shall be as follows, effective April 1, 2017.

<table>
<thead>
<tr>
<th>Position</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Chief</td>
<td>$15,416.67</td>
</tr>
</tbody>
</table>

Effective January 1, 2018, the District will increase the salary of the Deputy Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2017 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Deputy Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

Effective January 1, 2019, the District will increase the salary of the Deputy Chief by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2018 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Deputy Chief will get a .5% additional increase in his annual base salary, capped at a maximum possible additional increase of 1%.

ARTICLE V - BENEFITS
The Deputy Chief is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

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

B. Overtime Pay

The Deputy Chief shall be compensated at time and one-half for actual hours worked for all overtime. Overtime must be approved in accordance with the terms set forth in the Manual of Operations Overtime Policy. Overtime will be paid for emergency response, EOC preparation and activation, shift coverage after normal working hours, District coverage after normal working hours. Overtime hours accrued by the Deputy Chief will be paid as Compensatory Time (CTO) and added to their bank.

February 16, 2017
The Deputy Chief will be compensated for 12 hours of overtime for every 24 hours of Wildland Duty Coverage.

C. Compensatory Time Pay (CTO On)

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.

2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.

3. CTO On time older than one year shall be cashed out.

D. Annual Compensatory Time Off (CTO)

1. 80 hours of Compensatory Time (CTO) shall be deposited in the Deputy Chief’s CTO account annually on January 1 of each year.

3. Compensatory Time (CTO) is non-pensionable.

4. CTO time may be used in minimum increments of 1 hour.

E. Physical Fitness

The Deputy Chief may use Physical Fitness time per the District’s physical fitness policy.

F. Health Insurance - Medical

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

The Deputy Chief is eligible to continue on the following medical plan contribution schedule, specific to his appropriate tier based upon hiring dates as outlined below.

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

   The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Deputy Chief and his dependents with access to medical insurance benefits. The Deputy Chief must comply with all applicable rules and regulations of the

February 16, 2017
CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

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

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

a. Supplemental Benefit Allowance

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

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

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

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

b. Section 125 Cafeteria Plan

February 16, 2017
The District maintains a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits.

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

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

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

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

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

3. Supplemental Retiree Benefit Allowance

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

The District pays a Supplemental Retiree Benefit Allowance, equal to the difference between the PEMHCA minimum and the established percentage the District pays towards a medical insurance plan premium, into a plan that does not impact the retired employee’s tax liabilities.

February 16, 2017
Any Supplemental Retiree Benefit Allowance can only be used by an employee to offset the cost of participation in District sponsored medical benefits.

Beginning January 1, 2017 the District will provide a Supplemental Retiree Benefit Allowance based upon a vesting formula. Each employee shall fall into a category below based on current years of service as of the date of adoption of the contract or other agreement governing the employee’s employment with the District.

**Supplemental Retiree Benefit Allowance Vesting**

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

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

The District has established a Retirement Health Savings (RHS) plan for the Deputy Chief that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall contribute a $100 per month contribution to the mandatory $50.00 per month employee contribution for employees under the age of 40 for a total combined contribution of $150 per month. When current employees reach the age of 40, the employee contribution shall increase to $75.00 per month and the District contribution will increase to $125 per month for a total combined contribution of $200 per month. For employees over the age of 40 at the time of the effective date of this Agreement, the District shall contribute a $150 per month to the mandatory employee contribution of $75.00 per month for a total of $225 per month.
Both employee and District contributions shall be adjusted annually beginning June 30, 2017, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

G. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Deputy Chief and his dependents.

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

H. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the Deputy Chief and his dependents.

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

I. Marin County Employee’s Retirement Association

The District shall be responsible for 75% of the Deputy Chief employee portion of retirement contributions to the Marin County Employee’s Retirement Association (MCERA).

J. Longevity Pay

Effective on April 1, 2017, longevity payments for the Deputy Chief to MCERA will be eliminated.

K. Life Insurance, All Tiers

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

L. Employee Assistance Program (EAP)

February 16, 2017
The Deputy Chief 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.

M. Educational Incentive Contributions to 457 Plan
   a. The Deputy Chief may earn a maximum of 3% of his base salary from educational incentives.
   b. Education incentive payments may not be used as a form of retirement subvention.
   c. The Educational Incentive amount shall be deposited into the Deputy Chief’s deferred compensation plan.
   d. The Deputy Chief must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.
   e. The Educational Incentive amount earned shall not be pensionable.

N. Excess Sick Leave - Retirement

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

**ARTICLE VI - LEAVES**

This section includes descriptions for the different type of leave programs available to the Deputy Chief:

A. Bereavement Leave

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

B. Catastrophic Leave

This leave is available to the Deputy Chief. Catastrophic Leave is for use after a catastrophic illness or injury or a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude the Deputy Chief from returning

*February 16, 2017*
to work for an extended period of time, during which the Deputy Chief will exhaust all of his accumulated leave balances. In order to request catastrophic leave the Deputy Chief must have exhausted all of his accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the Deputy Chief is incapacitated, his legally recognized representative may request that the account be opened.

C. FMLA Leave

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

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

D. Floating Holidays

1. The Deputy Chief shall receive 16 hours of Floating Holiday time annually.

2. Floating Holiday leave must be used in 4 hour or greater increments.

3. If the Deputy Chief has a floating holiday hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his floating holiday hours.

E. General Sick Leave

1. The Deputy Chief shall accrue sick leave at a rate of 8.5 hours per month.

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

1. The Deputy Chief shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.

2. FMLA leave shall not be considered as Sick Leave.

3. The 8.5 hours of pay shall be contributed into the Deputy Chief’s deferred compensation account (457 plan).

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

1. Upon request the District will contribute to the Deputy Chief’s deferred compensation account an amount equivalent to the hours in his sick leave bank in excess of 500 hours.

2. The Deputy Chief must request this transfer of excess sick leave hours by the first pay period in January.

3. If the Deputy Chief has less than 500 hours he may not request a transfer; in addition, no transfer of sick leave hours shall cause his sick leave bank to contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the Deputy Chief’s hourly rate.

H. Office Holidays

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

I. Vacation

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

February 16, 2017
EXAMPLE: an employee hired on April 1, 2000 will have his/her years of service calculated for vacation leave purposes with a hire date of January 1, 2000.

2. Vacation leave must be used in 4 hour or greater increments.

3. If the Deputy Chief has a vacation hour balance of less than four (4) hours, he may use the accrued hours in any increment up to the maximum of his accrued vacation hours.

4. Vacation may not be accrued in excess of two times the Deputy Chief’s annual accrual rate. The Deputy Chief will cease to accrue vacation once he has accrued twice his annual vacation accrual until such time as his accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the Deputy Chief, at his request, up to 50% of his total accrued vacation. Cash out will only take place during the last pay period of June.

ARTICLE VII - RETIREMENT

A. Tier I Retired Employees

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

   a. 3% @ age 50
   b. Annual Cost of Living Adjustment not to exceed 4%
   c. Highest 12 month period for determining final compensation for retirement pay.

2. Retirement tier is determined upon entry into the MCERA retirement system.

3. Following 30 years of contributions of MCERA, employee contributions cease.

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

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

February 16, 2017
ARTICLE IX – MUTUAL AID AND OUT OF COUNTY RESPONSE

The Deputy Chief will be allowed to respond to a total of 21 days on an Out of County Mutual Aid assignment annually, without prior approval of the Fire Chief. Additional responses must be approved by the Fire Chief prior to accepting an assignment to an incident.

The Deputy Chief will be paid portal to portal for Out of County Mutual Aid assignments in accordance with the CAL OES Approved Rate Letter on file.

ARTICLE X EXISTING DISTRICT PERSONNEL RULES, POLICIES AND PROCEDURES

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

ARTICLE XI – ADDITIONAL PROVISIONS

A. Severability.

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

B. Modification, Amendment, Waiver.

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

C. Governing Law.

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

February 16, 2017
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.

[Signature]
Deputy Fire Chief Jeffrey Veliquette

[Signature]
Board President on behalf of the Novato Fire Protection District

3/3/17
Date

3/3/17
Date
RESOLUTION NO. 2017-3

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIN
AUTHORIZE THE CONSOLIDATION OF DISTRICT ELECTIONS WITH THE STATEWIDE
GENERAL ELECTIONS

WHEREAS, in September 2015, the Governor signed Senate Bill No. 415, which in
most instances requires political subdivisions, including cities, school districts,
community college districts, and other districts organized pursuant to state law, to move
their elections for governing board members from odd-numbered years to even-
numbered years if their elections currently occur on odd-numbered years and have not
historically met certain voter turnout requirements; and

WHEREAS, § 13886 of the California Health & Safety Code and §10404 of the
California Elections Code permits the Novato Fire Protection District Board of Directors to
change its election day with the approval of the Board of Supervisors of Marin; and

WHEREAS, the Novato Fire Protection District currently conducts its elections for
members of the Board of Directors in November of odd-numbered years pursuant to Cal.
Elections Code § 10505(c); and

WHEREAS, the District has not historically met the voter turnout requirements of
Senate Bill No. 415, and it is the intent and desire of the Board of the Novato Fire Protection
District to provide its constituents with cost benefits, while promoting the increasingly efficient
and effective use of government resources; and

WHEREAS, the District has been informed that there would be a cost savings for the
District resulting from consolidating the District’s elections with the statewide general elections;
and

WHEREAS, as a result of the above facts, the District desires to change the date of
future board member elections to be consolidated with the California statewide general election
in order to save District monies and to provide greater voter input into District elections; and

WHEREAS, if the consolidation of elections is approved, it is requested that the new
election date be moved from November, 2017, to November, 2018, with board members whose
terms would have expired in 2017 necessarily being extended to 2018, and board members
whose terms would have expired in 2019 necessarily being extended to 2020.

NOW THEREFORE BE IT RESOLVED as follows:

1. That pursuant to the requirements of § 10404.5 of the Elections Code, the Board of
Supervisors of the County of Marin is hereby requested to consent and agree to the
consolidation of the District election with the statewide general election on November 6,
2018, for the purpose of electing Two (2) Directors of the Board of Directors, and that
future District elections shall be consolidated with the even-year statewide general election.
2. That pursuant to the requirements of § 10404, subd.(i) of the Elections Code, the terms of officeholders shall be extended until the next even year election following their current term expiration date.

3. That pursuant to the requirements of § 10404, subd.(f) of the Elections Code, the Registrar of Voters shall cause, at District expense, a notice to be mailed to all registered voters of the District informing them of the change of election date specified herein and of the resultant changes in terms of the elected officeholders.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 1st day of March, 2017, by the following vote:

AYES: Davis, Fenner, Jr., Galui, Metcho, Silverman
NOES: None
ABSENT: None

[Signature]
President

[Signature]
Attest: Leanne Villa
RESOLUTION NO. 2017-4

A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
ESTABLISHING THE SPECIAL TAX RATE FOR 2017/2018

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 3.01% for 2016 establishing new limits at 8.87 cents/square foot on residential structures and 13.30 cents/square foot on commercial/industrial structures.

NOW THEREFORE BE IT RESOLVED that said basic tax rate is hereby established as follows:

<table>
<thead>
<tr>
<th>Use Code</th>
<th>Description</th>
<th>Adopted Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Single Family Residential Improved</td>
<td>8.87 cents/square foot</td>
</tr>
<tr>
<td>14</td>
<td>Attached Single Family Residential</td>
<td>8.87 cents/square foot</td>
</tr>
<tr>
<td>21</td>
<td>Multiple Residential Improved</td>
<td>8.87 cents/square foot</td>
</tr>
<tr>
<td>31</td>
<td>Rural Improved</td>
<td>8.87 cents/square foot</td>
</tr>
<tr>
<td>33</td>
<td>Agricultural Improved</td>
<td>8.87 cents/square foot</td>
</tr>
<tr>
<td>41</td>
<td>Industrial Improved</td>
<td>13.30 cents/square foot</td>
</tr>
<tr>
<td>51</td>
<td>Commercial Improved</td>
<td>13.30 cents/square foot</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of May 2017 by the following vote:

AYES: Directors Davis, Fenner Jr., Galli, Melcho, Silverman

NOES: None

ABSENT: None

President, Board of Directors

Attest: [Signature]
RESOLUTION NO. 2017-5

RESOLUTION OF THE NOVATO FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS RECOGNIZING WILDFIRE AWARENESS WEEK
MAY 1-7, 2017 ENCOURAGING RESIDENTS TO TAKE STEPS TO
LESSEN FIRE THREATS TO THEIR HOMES AND COMMUNITIES.

WHEREAS, with the projected start date of May 1st for the start of wildland fire season throughout California, it is critically important that our residents join their local fire agencies in preparing for the 2017 fire season;

WHEREAS, Novato and the County of Marin has experienced a number of serious wildfires in the past that destroyed homes and threatened lives; and

WHEREAS, 2017 is the 22nd anniversary of the Mt. Vision Fire when 12,354 acres burned, 45 primary structures were lost, and 422 people were evacuated; and

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

WHEREAS, Wildfire can significantly impact Novato and Marin County’s environmental, economic, and social well-being; and

WHEREAS, Residents and land owners of Novato and Marin County can significantly reduce the wildfire threat to their homes and communities by advanced preparation and creation of defensible space;

WHEREAS, Reducing the wildfire threat to homes and communities takes coordinated action and effort between residents, homeowners, land managers and local fire agencies; and

WHEREAS, Fire agencies throughout Marin take every precaution to help protect you and your property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Please prepare now to protect yourself, your family, and your property from a devastating wildfire. Take the time to learn more about how you can prepare and visit www.firesafemarin.org

NOW, THEREFORE, BE IT RESOLVED that the Novato Fire Protection District hereby proclaims May 1-7, 2017 as Wildfire Fire Awareness Week, and we urge all the people of Novato and Marin to heed the important safety messages of Wildfire Awareness Week, and to support the many public safety activities and efforts of Marin’s fire and emergency services.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Novato Fire District held on this 3rd day of April, 2017, by the following vote:

AYES: Directors Davis, Jenner, Jr., Galli, Metcho, Silverman

NOES: none

ABSENT: none

[Signature]
President, Board of Directors

ATTEST: [Signature]
Board Clerk
RESOLUTION NO. 2017-6

A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
DECLARATION OF ARSON AWARENESS WEEK
MAY 7 THROUGH MAY 13, 2017

WHEREAS, the theme for the 2017 Arson Awareness Week: Preventing Arson at Houses of Worship; and

WHEREAS, According to the Bureau of Alcohol, Tobacco, Firearms and Explosives, there have been an average of 103 arson fires per year at houses of worship reported by federal, state and local agencies during the 16-year period from 2000 to 2015; and

WHEREAS, According to the PEW Research Center, in the United States, between 1996 and 2015, 51 percent of the reported incidents at houses of worship were determined to be caused by arson; and

WHEREAS, According to the National Fire Protection Association reports, the 2007 to 2011 annual averages for structure fires in religious properties (church, mosque, synagogue, temple or chapel) were 1,600 fires with two civilian deaths, 16 civilian injuries, and $105 million in direct property damage; and

WHEREAS, We will use the week of May 7 to 13 to focus on the importance of a collaborative effort with fire and emergency service departments, law enforcement, insurance companies and the justice system to help reduce the horrific crime of arson at houses of worship; and

NOW, THEREFORE, BE IT PROCLAIMED, that The Novato Fire Protection District Board of Directors meeting on Monday, April 3, 2017, in Novato, California, hereby proclaims the week, beginning on May 7, 2017, as National Arson Awareness Week, and the first full week of May shall be so designated each year thereafter.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 3rd day of April, 2017, by the following vote:

AYES: Directors Davis, Fenner, Jr., Gallo, Metcalf, Silverman

NOES: none

ABSENT: none

[Signature]
President, Board of Directors

ATTEST:
[Signature]
Board Clerk
RESOLUTION NO. 2017-8

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
UPDATING THE RAINY DAY COMMITTED FUND FORMULA

WHEREAS, the Board of Directors ("Board") of the Novato Fire Protection District ("District") previously established a Rainy Day Committed Fund ("Fund") and set a formula to annually guide the appropriate balance of said fund;

WHEREAS, the Government Finance Officers Association recommends that a minimum of two months of expenditures be available to the District at any given time;

WHEREAS, the purpose of the Fund is to provide the District with contingency funding for use in situations of unrealized expected revenue and/or declared emergencies;

WHEREAS, the Fund balance could be readjusted each year pursuant to a specific formula that was designed to result in two months of expenditures being available to the District at any given time, plus an additional 10%;

WHEREAS, due to the committed nature of the Fund, and the unlikelihood of it being accessed, the Board now wishes to update the formula for calculating the Fund to simply provide for two months of expenditures being available to the District at any given time, and not add an additional 10%.

NOW THEREFORE BE IT RESOLVED as follows:

1. That the Fund shall continue to be maintained.

2. That, except in the circumstances set forth below, the Fund shall be recalculated annually pursuant to the following formula ("Formula"):

\[
[(\text{Salaries and Benefits}) + (\text{Services and Supplies}) + (\text{Debt Service Principal}) + (\text{Debt Service Interest})] \times \frac{1}{6}
\]

3. That if the Formula requires an increase of the balance of the Fund, said increase may only be accomplished by three affirmative votes of the Board.

4. That if the Formula requires a decrease of the Fund, the Board may choose via 3/5 vote to either implement the decrease, or to not adjust the fund downward, and instead allow it to remain at its existing balance.

5. That the Fund shall be used to provide the District with contingency funding only in the following situations:

   a. When actual District revenue is 15% or more below expected District revenue, or,
RESOLUTION NO. 2017-8

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
UPDATING THE RAINY DAY COMMITTED FUND FORMULA

b. When a state of emergency is declared by the District Board, or when a state of emergency is declared by the County of Marin for an area that includes any area within District boundaries.

6. That any transfer from, or expenditure of, the Fund, shall require four affirmative votes by the Board.

7. That after any transfer from, or expenditure of, the Fund, the Formula is not required to be utilized for Fund calculation, and the amount and method of replenishment of the Fund shall be considered by the District Finance Committee at their first meeting following the transfer or expenditure, and the Finance Committee’s Fund replenishment recommendation shall then require 3/5 approval from the Board.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of May, 2017, by the following vote:

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

NOES: None

ABSENT: None

President

Attest:

[Signature]
RESOLUTION NO. 2017-9


WHEREAS, the Non-Sworn Administrative Staff ("Association") is the formally recognized employee organization of the Non-Sworn Administration Staff representation unit; and

WHEREAS, the Association members provide valuable administrative services to the Novato Fire District; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

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

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 28th day of June, 2017, by the following vote:

AYES: Silverman, Tenner Jr., Davis, Metzko

NOES: none

ABSTAIN: Galia

ABSENT: none

[Signature]
President, Board of Directors

[Signature]
Attest:
RESOLUTION NO. 2017-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT TERMINATING THE APPLICABILITY OF THE 4% COST OF LIVING ADJUSTMENT (COLA) OPTIONAL BENEFIT PROVISION UNDER THE COUNTY EMPLOYEES RETIREMENT LAW OF 1937 (CERL) AND PROVIDING A 2% COLA UNDER CERL TO SWORN MEMBERS OF THE NOVATO PROFESSIONAL FIREFIGHTERS ASSOCIATION HIRED BY THE DISTRICT ON OR AFTER JULY 1, 2017

THE DISTRICT BOARD HEREBY RESOLVES AS FOLLOWS:

WHEREAS, on July 7, 1970, by its Ordinance No. 1777, the Board of Supervisors of the County of Marin (County) adopted the provisions of CERL Article 16.5 [Chapter 3, Part 3, Division 4, Title 3 (Sections 31870, et seq.)] of the California Government Code relating to cost of living adjustments, effective April 1, 1970;

WHEREAS, the County Board of Supervisors subsequently adopted a cost of living adjustment ("COLA") up to 4% per year as permitted by the Government Code Section 31874.2, and that benefit was also provided to employees of the District;

WHEREAS, on June 10, 1980, by its Resolution 80-179, the County Board of Supervisors acted under its authority in Section 31483 of the Government Code Section 31874.2 as to persons first hired by the County on or after July 1, 1980, and determined that the 2% COLA in Government Code Section 31870 would apply to such future County employees;

WHEREAS, the District Board has also determined to terminate the applicability of the optional 4% COLA to persons first hired by the District on or after July 1, 2017, and to provide the 2% COLA in Government Code Section 31870 to District sworn employee members of the Association first hired thereafter into a position of MCERA membership;

WHEREAS, the Public Employees’ Pension Reform Act of 2013 ("PEPRA") does not address COLAs, and thus this Resolution is intended to apply to the District’s sworn Association employees who are deemed “new members” under PEPRA (“PEPRA members”) who are first hired by the District on or after July 1, 2017.

NOW, THEREFORE, BE IT RESOLVED that the optional 4% cost of living adjustment permitted by Section 31874.2 of the Government Code shall not be applicable to sworn PEPRA Association members first hired on or after July 1, 2017, by the Novato Fire Protection District into membership positions in the Marin County Employees Retirement Association (MCERA).

BE IT FURTHER RESOLVED that the 2% cost of living adjustment provided in Section 31870 of the Government Code will apply instead to sworn PEPRA Association members hired on or after July 1, 2017, by the Novato Fire Protection District into membership positions in MCERA,
PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 28th day of June, 2017, by the following vote:

AYES: Silverman, Fenner Jr., Galli, Davis

NOES: None

ABSTAIN: Metcho

ABSENT: None

Attest: [Signature]

President, Board of Directors
RESOLUTION NO. 2017-11


WHEREAS, the Novato Professional Firefighters Association ("Association") is the formally recognized employee organization of the Novato Professional Firefighters representation unit; and

WHEREAS, the Association members provide valuable all risk services to the Novato Fire District; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

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

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, County of Marin, State of California, this 28th day of June, 2017, by the following vote:

AYES: Silverman, Jenner, Jr., Calli, Davis, Metzko
NOES: None
ABSTAIN: None
ABSENT: None

Attest: Jeanne M. Bello

[Signature]
President, Board of Directors
RESOLUTION NO. 2017-12
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NOVATO FIRE PROTECTION DISTRICT
INCREASING FEES FOR BASIC LIFE SUPPORT
AND ADVANCED LIFE SUPPORT SERVICES

WHEREAS, on November 18, 1996, the Novato Fire Protection District adopted Ordinance No. 96-2 which imposed fees for basic life support and advanced life support services;

WHEREAS, on December 15, 1999, the Novato Fire Protection District adopted Ordinance 99-2 amending Ordinance No. 96-2;

WHEREAS, Ordinance 99-2 permits fees for basic life support and advanced life support services to be increased by Resolution in an amount deemed reasonable and necessary, following a public hearing;

WHEREAS, the Novato Fire Protection District has conducted an analysis of the costs associated with providing basic life support and advanced life support services and determined the currently reasonable and necessary costs for basic life support and advanced life support services, which are set forth below;

WHEREAS, the Board of Directors of the Novato Fire Protection District held a public hearing concerning the rate increases set forth herein on September 6, 2017.

NOW THEREFORE BE IT RESOLVED the Board of Directors of the Novato Fire Protection District finds reasonable and necessary, and hereby adopts, the amended fees for basic life support and advanced life support services as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bundled Base Rate</td>
<td>$2,447.16</td>
</tr>
<tr>
<td>Treat, Non-Transport</td>
<td>$552.70</td>
</tr>
<tr>
<td>Pre-Stabilization</td>
<td>$487.50</td>
</tr>
<tr>
<td>Oxygen</td>
<td>$162.46</td>
</tr>
<tr>
<td>Mileage</td>
<td>$62.58</td>
</tr>
<tr>
<td>ALS Supplies</td>
<td>$472.77</td>
</tr>
<tr>
<td>BLS Supplies</td>
<td>$394.77</td>
</tr>
<tr>
<td>Extra Attendant</td>
<td>$163.15</td>
</tr>
<tr>
<td>Wait Time</td>
<td>$89.96</td>
</tr>
<tr>
<td>12 Lead EKG</td>
<td>$370.50</td>
</tr>
<tr>
<td>3 Lead EKG</td>
<td>$203.42</td>
</tr>
</tbody>
</table>
PASSED AND ADOPTED at a regular meeting of the Board of Directors held September 6, 2017, by the following vote:

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

NOES: None

ABSENT: None

[Signature]
President

[Signature]
Attest: Jeanne Villa
RESOLUTION NO. 2017-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT DETERMINING THE 2017/18 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 2017/18 to be the sum of Fifty Nine Million, Seven Hundred Twenty Four Thousand, Seven Hundred Ninety One dollars ($59,724,791), and the basis of said calculations are available and on file in the office of the Fire Chief of said District, and that this resolution shall be posted by the Fire Chief at 95 Rowland Way, Novato, California.

_____________________________

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 6th day of September 2017, by the following vote:

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

NAYS: none

ABSENT: none

_____________________________
President, Board of Directors

Attest:

_____________________________
Jeanne Villa
RESOLUTION NO. 2017-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE PROTECTION DISTRICT DESIGNATING OCTOBER 2017 AS NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, the governing body of The Novato Fire Protection District expresses their support in designating October 2017 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, taking advantage of early detection methods such as mammography and clinical exams could help the breast cancer death rate decline; and

WHEREAS, In 2017, Cancercenter.org reported that an estimated 252,710 new cases of invasive breast cancer are expected to be diagnosed in women in the U.S., along with 63,410 new cases of non-invasive (in situ) breast cancer, and more than 40,000 deaths will occur from breast cancer; and

WHEREAS, the American Cancer Society searches tirelessly for a cure through vital research, and has the mammoth task of educating our community and all Americans about the risks of breast cancer and the National Breast Cancer Foundation mission is to save lives by increasing awareness of breast cancer through education, providing diagnostic services for those in need, and providing nurturing and support; and

WHEREAS, firefighters normally wear blue shirts 365 days a year but for the week of October 10-15, 2017, 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 2017 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 6th day of September 2017 by the following vote:

Ayes: Davis, Fenner, Jr., Gallic, Metcalf, Silverman

Noes: none

Absent: none

[Signature]
President, Board of Directors

Attest:

[Signature]
Jeanne Ville
RESOLUTION NO. 2017-15

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 19, 2017 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 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 19 at 10:19 a.m., and encourage the public, schools, businesses, and other community stakeholders to also register.

NOW, THEREFORE BE IT RESOLVED THAT:
The Novato Fire District hereby approves participating in the Great California Shakeout hereto by taking time to recognize and acknowledge the importance of preparing our city for the purpose of building a safer community and reducing the loss of lives and property from a major earthquake event by taking proactive steps today.
PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 6th day of September 2017 by the following vote:

AYES: Davis, Fennier, Jr., Galli, Meteho, Silverman

NOES: None

ABSENT: None

Novato Fire Protection District

[Signature]
President, Board of Directors

Attest:
[Signature]
RESOLUTION NO. 2017-16

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NOVATO FIRE PROTECTION DISTRICT
RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN
THE NOVATO FIRE PROTECTION DISTRICT AND
ADMINISTRATIVE SERVICES MANAGER JEANNE VILLA

WHEREAS, Administrative Services Manager Jeanne Villa is a non-represented employee of the Novato Fire Protection District; and

WHEREAS, Administrative Services Manager Jeanne Villa provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the District, via its representative, has negotiated with Administrative Services Manager Jeanne Villa regarding adjustments to the salary and benefits of Administrative Services Manager Jeanne Villa; and

WHEREAS, the Board of Directors finds that salary and benefit adjustments for Administrative Services Manager Jeanne Villa, 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 4th day of October, 2017, by the following vote:

AYES: Davis, Tenny, Jr., Galli, Wetcho, Silverman

NOES: none

ABSTAIN: none

ABSENT: none

President, Board of Directors

Attest: Jeanne Villa

Clerk of the Board
Employment Agreement

Between

Novato Fire Protection District

And

Administrative Services Manager Jeanne Villa

September 25, 2017
TABLE OF CONTENTS:

Article I: Full Understanding and Agreement
Article II: For Cause Employment
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Article V: Salary
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Article VII: Leaves
Article VIII: Retirement
Article IX: Driver’s License Requirements
Article X: Existing District Personnel Rules, Policies and Procedures
Article XI: Additional Provisions
Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and the Administrative Services Manager. This employment agreement will be in effect July 1, 2017 through June 30, 2020. 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 Administrative Services Manager’s terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

ARTICLE II – FOR CAUSE EMPLOYMENT

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

ARTICLE III – TERMINATION OF AGREEMENT

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

September 25, 2017
ARTICLE IV - SALARY

The Administrative Services Manager’s salary shall be as follows, effective July 1, 2017.

<table>
<thead>
<tr>
<th>Position</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services Manager</td>
<td>$9,721.36</td>
</tr>
<tr>
<td>Effective 7/1/2017</td>
<td></td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>$11,352.61</td>
</tr>
<tr>
<td>Effective 7/1/2018</td>
<td></td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>$11,579.66</td>
</tr>
<tr>
<td>Effective 7/1/2019*</td>
<td></td>
</tr>
</tbody>
</table>

*Minimum 2% salary increase.

Effective July 1, 2017, the District will increase the salary of the Administrative Services Manager to $9,721.36 per month.

Effective July 1, 2018, the District will increase the salary of the Administrative Services Manager to $11,352.61 per month.

Effective July 1, 2019, the District will increase the salary of the Administrative Services Manager by 2%. However, if the property tax estimate realized by the District (based on County of Marin Property Tax Revenue estimate for the NFPD) as of June 30, 2016 is more than 2% over the previous year’s property tax revenue, then for each full percentage increase in property tax the District realizes over 2%, the Administrative Services Manager will get a .5% additional increase in their annual base salary, capped at a maximum possible additional increase of 1%.

ARTICLE V - BENEFITS

The Administrative Services Manager is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to $150.00 per month dollar for dollar match toward the Administrative Services Manager’s deferred compensation (457) plan, provided the Administrative Services Manager contributes at least $150.00 per month to her deferred

September 25, 2017
compensation plan.

B. Overtime Pay

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

C. Compensatory Time Pay

1. Overtime Pay may be accrued as Compensatory Time (CTO On) at time and one-half for actual hours worked.
2. CTO On may be accrued up to a maximum of 96 hours. CTO On hours in excess of 96 shall be cashed out.
3. CTO On time older than one year shall be cashed out.
4. Compensatory Time (CTO) is non-pensionable.
5. CTO Off time may be used in minimum increments of 1 hour.

D. Physical Fitness

The Administrative Services Manager may use Physical Fitness time per the District physical fitness policy.

E. Health Insurance - Medical

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

60 day Wait Period for Enrollment in Health Plans

Employees hired on or after June 1, 2011 shall have a 60 day waiting period before they are enrolled in District medical, dental, or vision plans. In accordance with the Affordable Care Act, medical benefits will become active on the 60th day of employment.

The Administrative Services Manager is eligible to continue on the following medical plan contribution schedule, specific to their appropriate tier based upon the hiring dates below.

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

September 25, 2017
The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the Administrative Services Manager and her dependents with access to medical insurance benefits. The Administrative Services Manager must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

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

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

a. Supplemental Benefit Allowance

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

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

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

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

September 25, 2017
b. Section 125 Cafeteria Plan
The District maintains a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits.

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

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

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

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

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

3. Supplemental Retiree Benefit Allowance

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

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

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

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

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

**Supplemental Retiree Benefit Allowance Vesting**

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

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

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

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

F. Dental Insurance, All Tiers

The District shall pay 100% of the premium for dental coverage for the Administrative Services Manager and her dependents.

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

G. Vision Insurance, All Tiers

The District shall pay 100% of the premium for vision coverage for the Administrative Services Manager and her dependents.

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

H. Marin County Employee’s Retirement Association

1. The Administrative Services Manager shall be responsible for 100% of her retirement contribution to the Marin County Employee’s Retirement Association (MCERA).
I. Life Insurance, All Tiers

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

J. Disability - AFLAC Insurance, All Tiers

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

K. Employee Assistance Program (EAP)

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

L. Educational Incentive contributions to 457 Plan

1. The Administrative Services Manager may earn a maximum of 3% of her base salary from educational incentives. The educations incentive may be obtained by having a Bachelor’s Degree from an accredited college or university.

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

3. The Educational Incentive amount shall be deposited into the Administrative Services Manager’s deferred compensation plan.

4. The Administrative Services Manager must have an active District sponsored 457 plan account to be eligible to receive the Educational Incentive pay.

5. The Educational Incentive amount earned shall not be pensionable.

M. Excess Sick Leave - Retirement

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

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

A. Bereavement Leave

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

B. Catastrophic Leave

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

C. FMLA Leave

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

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

D. Floating Holidays

1. The Administrative Services Manager shall receive 16 hours of Floating Holiday time annually.

2. Floating Holiday leave must be used in 4 hour or greater increments.

3. If the Administrative Services Manager has a floating holiday hour balance of less than four (4) hours, she may use the accrued hours in any increment up to the
maximum of her accrued vacation hours.

E. General Sick Leave

1. The Administrative Services Manager shall accrue sick leave at a rate of 8.5 hours per month.

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

F. Sick Leave Incentive

1. The Administrative Services Manager shall receive the equivalent of 8.5 hours of pay for each quarter of the year in which Sick Leave is not used.

2. FMLA leave shall not be considered as Sick Leave.

3. The 8.5 hours of pay shall be contributed into the Administrative Services Manager’s deferred compensation account (457 plan).

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

1. Upon request the District will contribute the Administrative Services Manager’s deferred compensation account an amount equivalent to the hours in her sick leave bank in excess of 500 hours.

2. The Administrative Services Manager must request this transfer of excess sick leave hours by the first pay period in January.

3. If the Administrative Services Manager has less than 500 hours, she may not request a transfer; in addition, no transfer of sick leave hours shall cause her sick leave bank to contain less than 500 hours.

4. The transferred sick leave shall be calculated at 50% of the Administrative Services Manager’s hourly rate.

H. Office Holidays

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

I. Vacation

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

EXAMPLE: an employee hired on April 1, 2000 will have his/her years of service calculated for vacation leave purposes with a hire date of January 1, 2000.
2. Vacation leave must be used in 4 hour or greater increments.

3. If the Administrative Services Manager has a vacation 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.

4. Vacation may not be accrued in excess of two times the Administrative Services Manager’s annual accrual rate. The Administrative Services Manager will cease to accrue vacation once she has accrued twice her annual vacation accrual until such time as her accrued vacation is reduced below this limit.

J. Vacation Cash Out

The District may pay the Administrative Services Manager, at her request, up to 50% of her total accrued vacation. Cash out will only take place during the last pay period of June.

**ARTICLE VII - RETIREMENT**

A. Tier 1 Retired Employees

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

1. 2% @ age 55

2. Annual Cost of Living Adjustment not to exceed 4%.

3. Highest 12 month period for determining final compensation for retirement pay.

**ARTICLE VIII – DRIVER LICENSE REQUIREMENTS**

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

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

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

**ARTICLE X – ADDITIONAL PROVISIONS**

A. Severability.

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

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

C. Governing Law.

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

D. Counterparts.

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

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

[Signature]
Administrative Services Manager Jeanne Villa

[Date]

Accepted by the Novato Fire Protection District

[Signature]
Board President on behalf of the Novato Fire Protection District

[Date]
RESOLUTION NO. 2017-17

RESOLUTION PROCLAIMING

NOVATO FIRE PROTECTION DISTRICT

PARTICIPATION IN FIRE PREVENTION WEEK,

OCTOBER 8-14, 2017

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, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority (78 percent) of all U.S. fire deaths; and

WHEREAS, newer homes are built with lightweight materials that burn faster than older home constructions; and

WHEREAS, many of today’s products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

WHEREAS, these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

WHEREAS, a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and

WHEREAS, a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

WHEREAS, home fire escape plans should be developed by all members of the household; and

WHEREAS, practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation;

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

WHEREAS, Novato’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2017 Fire Prevention Week theme, “Every Second Counts: Plan 2 Ways Out!” effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year;
WHEREAS, the Novato Fire District will have an Open House, Sunday October 8, 2017, 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 8-14, 2017, as Fire Prevention Week throughout this community. The Board of Directors urges all the people of Novato to develop a home fire escape plan with all members of the household and practice it twice a year, and to participate in the many public safety activities and efforts of the Novato Fire District’s fire and emergency services during Fire Prevention Week 2017.

This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 4th day of October 2017, by the following vote:

AYES:  Davis, Tenner, Jr., Gallo, Metcho, Silverman

NAYS:  none

ABSENT:  none

[Signature]
President, Board of Directors

Attest:

[Signature]
Board Secretary