

RESOLUTION NO. 2019-3

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

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

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

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

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

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

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

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

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

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

AYES: *Davis, Gomes, Metchko, Silverman*

NOES: *none*

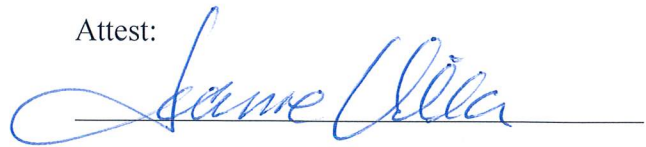
ABSTAIN: *none*

ABSENT: *Galli*



President, Board of Directors

Attest:



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

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

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

**DISTRICT:
NOVATO FIRE PROTECTION DISTRICT**

By: 
Signature

Print name: Lj SILVERMAN

Dated: 3/6/19

**FIRE CHIEF:
William Tyler**

By: 
Signature

Print name: Bill Tyler

Dated: 3/8/19

("Effective Date")

APPROVED AS TO FORM:


Riley F. Hurd, Esq., District Counsel

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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