RESOLUTION NO. 2020 - 10

A RESOLUTION OF THE BOARD OF THE NOVATO FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT BETWEEN THE NOVATO FIRE PROTECTION DISTRICT AND WILDFIRE MITIGATION SPECIALIST SUPERVISOR YVETTE BLOUNT.

WHEREAS, the Wildfire Mitigation Specialist (WMS) Supervisor is a non-represented position of the Novato Fire Protection District and,

WHEREAS, the WMS Supervisor is a part-time, limited term position for a period of two years, and

WHEREAS, the WMS Supervisor position will be funded by the Marin Wildfire Prevention Authority JPA; and,

WHEREAS, the Board of Directors finds the salary and benefits for the WMS Supervisor Yvette Blount, as described in the Employment agreement attached hereto as Exhibit A, are necessary to maintain a competitive salary and benefits plan and effectively retain District employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 2nd day of September, 2020, by the following vote:

AYES: Louis, Galli, Gomes, Nutcho, Silverman

NOES: None

ABSENT: None

President Louis Silverman

Attest: Jeanne Villa

Clerk of the Board, Jeanne Villa
Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Supervisor
Yvette Blount

August 1, 2020
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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT ("District") and Wildfire Mitigation Specialist Supervisor Yvette Blount. This employment agreement will be in effect August 1, 2020 through July 31, 2022. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

ARTICLE II – AT WILL EMPLOYMENT

The Wildfire Mitigation Specialist Supervisor’s employment with the District shall be for a maximum limited term of two (2) years, and will be part-time, not to exceed 960 hours per calendar year. It is understood and agreed that the Wildfire Mitigation Specialist Supervisor serves as a at-will employee, meaning her employment with the District may be terminated by her or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – PAY RATE

The Wildfire Mitigation Specialist Supervisor’s pay shall be as follows, effective August 1, 2020.

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wildfire Mitigation Specialist Supervisor</td>
<td>Not to exceed $60,269 annually</td>
</tr>
<tr>
<td>Effective 8/1/2020</td>
<td></td>
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</tbody>
</table>

ARTICLE IV - LEAVES

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

A. General Sick Leave

1. The Wildfire Mitigation Specialist Supervisor shall accrue sick leave at a rate one (1) hour for every thirty (30) hours worked, in accordance with State law.

2. Sick leave will be accrued to a maximum of 24 hours annually, and may be carried over to the following year, with a maximum total accrual of 48 hours.

3. Any sick leave accrued by the Wildfire Mitigation Specialist Supervisor shall not be cashed out upon separation from employment.
ARTICLE V – DRIVER LICENSE REQUIREMENTS

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

ARTICLE VI - 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 VII – ADDITIONAL PROVISIONS

A. Severability.

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

B. Modification, Amendment, Waiver.

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

C. Governing Law.

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

D. Counterparts.

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

Wildfire Mitigation Specialist Supervisor Yvette Blount

Date

Accepted by the Novato Fire Protection District

Board President on behalf of the Novato Fire Protection District

Date