

RESOLUTION NO. 2024-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT IDENTIFYING STANDBY OFFICERS AND LINES
OF SUCCESSION FOR MEMBERS OF THE BOARD OF DIRECTORS AND THE FIRE CHIEF**

WHEREAS, California state law provides for the preservation of essential local governmental functions in the event of an enemy or in the event of a state of emergency or a local emergency, and authorizes political subdivisions of the State of California to provide for the succession of officers and members of the governing body; and

WHEREAS, under the District's current Emergency Operations Plan, as adopted and amended by District Resolution by Resolutions No. 2015-4 and 2015-5, in January of each calendar year, each member of the Board of Directors is required to nominate for appointment at least one person who such Board member believes is qualified to fill his or her office as his or her standby in the event that such members is "unavailable" for service, as that term is defined under California Government Code Section 8636, and the Board of Directors is additionally required, by Resolution, to appoint three standby officers for the office of Fire Chief in the event the Fire Chief is unavailable, and designate a preferred order of succession among such individuals; and

WHEREAS, the Board of Directors has considered the qualifications of potential nominees and candidates for these standby offices.

NOW THEREFORE, be it resolved by the Board of Directors of the Novato Fire Protection District, that the following persons are nominated to serve as standby officers for the offices identified below, in the preferred order of succession as designated among the identified individuals:

District 1

Incumbent: LJ Silverman (currently President)

1. Standby Member #1: **Steve Metcho**
2. Standby Member #2: **Peter Bloom**
3. Standby Member #3: **Ryan Hensler**

District 2

Incumbent: Michael Hadfield (currently Vice President)

1. Standby Member #1: **William Kleinecke**
2. Standby Member #2: **Maila Comstock**
3. Standby Member #3: **Robert Marshall**

District 3

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NOVATO FIRE PROTECTION DISTRICT IDENTIFYING STANDBY OFFICERS AND LINES
OF SUCCESSION FOR MEMBERS OF THE BOARD OF DIRECTORS AND THE FIRE CHIEF

Incumbent: Shane Francisco

1. Standby Member #1: none provided
2. Standby Member #2: none provided
3. Standby Member #3: none provided

District 4

Incumbent: Bruce Goines (currently Secretary)

1. Standby Member #1: Michael Landrum
2. Standby Member #2: Mike Ring
3. Standby Member #3: David Gabriel

District 5

Incumbent: William Davis

1. Standby Member #1: John Hansen
2. Standby Member #2: John Feld
3. Standby Member #3: Steve Plocher

Fire Chief

Current Officer: William Tyler

1. Standby Member #1: Deputy Fire Chief
2. Standby Member #2: Battalion Chief- Director of Organizational Resources
3. Standby Member #3: Battalion Chief- Training

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT IDENTIFYING STANDBY OFFICERS AND LINES
OF SUCCESSION FOR MEMBERS OF THE BOARD OF DIRECTORS AND THE FIRE CHIEF

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 7th day of
February, 2024, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman

NOES: none

ABSENT: none


Board President Lj Silverman

Attest:


Clerk of the Board, Jennifer Crayne



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE _____ OF THE _____
 (Governing Body) (Name of Applicant)

THAT _____, OR
 (Title of Authorized Agent)

_____, OR
 (Title of Authorized Agent)

 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20__

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

 (Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
 (Name) (Title)

_____, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the _____
 (Governing Body)

of the _____ on the _____ day of _____, 20__.
 (Name of Applicant)

 (Signature)

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

RESOLUTION NO. 2024-03

**A RESOLUTION OF THE BOARD 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 7, 2024, 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 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 retroactive to July 2023 and a subsequent 3% wage increase commencing in July 2024, 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 2024, and to change the increment amount for the use of Floating Holiday time to four (4) hour increments; 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.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of April 2024 by the following vote:

RESOLUTION NO. 2024-03

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

AYES: Davis, Goines, Hadfield, Silverman

NOES: NA

ABSTAIN: NA

ABSENT: Francisco



President, Board of Directors

Attest:



Clerk of the Board

AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT

This amendment No. 4 ("**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 by the Fire Chief of 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 7, 2024, 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 the Fire Chief's base salary under the Agreement retroactive to July 2023, and a subsequent 3% increase commencing July 2024, commensurate with increases granted to other District non-sworn administrative and Novato Professional Firefighting staff under applicable memoranda of understanding, and to award the fire Chief five (5) additional vacation days for use within the calendar year 2024 .

F. District also wishes to amend the terms and conditions of the Agreement to include a change in the required increment amount of Floating Holiday time used from eight (8) to four (4) hour increments.

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 in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. **AMENDMENT.** Subsection 2.1 of Agreement, "Base Salary", is hereby amended to increase the amount of base salary from \$238,318 to \$245,467.65 retroactive to July 1, 2023 effective upon ratification of this agreement, followed by a subsequent increase on July 1, 2024, to \$252,831.68.

3. AMENDMENT. Subsection 3.2.4, "Additional Vacation Award for Use in Calendar Year 2024", of Section 3, "Benefits" is hereby amended as follows:

"3.2.4 Additional Vacation Award for Use in Calendar Year 2024. As of the Effective Date of that certain "Amendment No. 4 to the 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 2024. These additional vacation days are a one-time award and shall not roll over into 2025 or any subsequent calendar year as unused. These additional 2024 vacation hours shall not count against the cap established by Subsection 3.2.1"

4. AMENDMENT. Subsection 3.5, "Floating Holidays," of Section 3, "Benefits," is hereby amended as follows:

"3.5 Floating Holidays. Fire Chief shall receive 16 hours of Floating Holiday time annually. Floating Holiday leave must be used in four (4) hour or greater increments. If Fire Chief has a Floating Holiday leave balance of fewer than four (4) hours he/she may use the accrued hours in any increment up to the maximum of his/her accrued vacation hours. Floating Holiday hours may not be cashed out, and may only be used in the year in which they are awarded."

5. 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 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.

6. 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 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]
Signature
Print name: AJ SILVERMAN
Dated: 4/13/2024
("Effective Date")

FIRE CHIEF:
WILLIAM TYLER
By: [Signature]
Signature
Print Name: Bill Tyler
Dated: 4/13/2024

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
DECLARATION OF ARSON AWARENESS WEEK
MAY 5-11, 2024**

WHEREAS The Novato Fire Protection District theme for the 2024 Arson Awareness Week:
The goal of this year's campaign is to provide residents with strategies to combat arson in their neighborhoods.

WHEREAS The U.S. Fire Administration has designated the week of May 5-11 as Arson Awareness Week (AAW). The goal of this year's campaign is to provide residents with strategies to combat arson in their neighborhoods.

WHEREAS The U.S. Fire Administration's National Fire Incident Reporting System reports an estimated 16,800 intentionally set fires in residential buildings occur annually in the United States. These fires result in an estimated 280 deaths, 775 injuries and \$593 million in property loss each year.

WHEREAS Arson is sometimes used to mask or conceal another crime such as murder. The criminal sets the crime scene ablaze hoping that the victim's death will be attributed to the fire and not murder. Other crimes such as burglary and larceny are also commonly covered up by an arson fire.

WHEREAS Curiosity fires are most often set by juveniles. The misuse of fire has many variables including age, motivation for fire setting behavior, type of fires set, ignition materials used to set the fire, and the child's understanding and limitations of fire. Fire setting behavior is often a symptom of the problem and may be manifested through stress and crisis in children's lives.

WHEREAS We will use the week of May 5-11, 2024, to focus public attention on the importance of a collaborative effort with fire and emergency service departments, law enforcement, mental health, social services, schools, and juvenile justice to help reduce the occurrence of Arson in our community.

NOW, THEREFORE, BE IT PROCLAIMED, that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 1, 2024, in Novato, California, hereby proclaims the week, beginning on May 5-11, 2024, 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 1st day of May 2024, by the following vote:

YES: *Davis, Francisco, Goines, Hadfield, Silverman*

NO: *⊖*

ABSTAIN: *⊖*

[Signature]

President, Board of Directors

[Signature]

Board Clerk

RESOLUTION NO. 2024-05

**A RESOLUTION OF THE BOARD OF DIRECTORS NOVATO FIRE PROTECTION DISTRICT
RECOGNIZING WILDFIRE PREPAREDNESS WEEK MAY 4-10, 2024, ENCOURAGING
RESIDENTS TO TAKE STEPS TO REDUCE THE THREAT OF WILDFIRE TO THEIR HOMES
AND COMMUNITIES, FIRE DEFENSE IS SELF DEFENSE, GET READY, BE PREPARED.**

WHEREAS, in 2020 California experienced 6 of the largest and most destructive fires in the state's history, burning more than 2.6 million acres, and destroying 8600 structures; sadly, resulting in 21 deaths. Included in these fires, was the largest in recorded history, burning more than one million acres and resulting in 4.5 billion dollars in insured loss. In the past 5 years more than 38,000 structures and sadly more than 200 lives have been lost in our state, due to wildfires. The citizens of California must all do their part to help protect our natural resources. The public must work locally to take aggressive action to prepare themselves for wildfires, while May 4th starts the staffing of wildland fire engines throughout Novato, it is critically important that our residents join their local fire agencies in preparing for the 2024 fire season.

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

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

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

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

WHEREAS residents and landowners of the City of Novato and Unincorporated areas of Novato can significantly reduce the threat of wildfire to their homes and communities by advanced preparation of a Wildfire Action Plan – evacuation planning, creating defensible space and hardening homes to keep embers out; and

WHEREAS, reducing the threat of wildfire to homes and communities takes coordinated action and effort between residents, homeowners, land managers and local fire agencies; Communities and Land owners of the City of Novato and Unincorporated areas can request a free in person Wildfire Mitigation Assessment; and


WHEREAS, residents and land owners of the City of Novato and Unincorporated areas of Novato and can apply for Vegetation Management and Home Hardening Matching Grant funds through the Novato Fire Protection District; and

WHEREAS, Novato Fire Protection District takes every precaution to help protect its residents and their property from wildfire; in the event of a major wildfire, firefighting resources will be stretched. Everyone needs to prepare now, to protect themselves, their family, and their property from a devastating wildfire. Take the time to learn more about how one can prepare by visiting novatofire.org/prevention-resource-center and by scheduling a complimentary in home Wildfire Mitigation Assessment.

NOW, THEREFORE, BE IT PROCLAIMED that The Novato Fire Protection District Board of Directors meeting on Wednesday, May 1, 2024, in Novato, California, hereby proclaims May 4-10, 2024, as Wildfire Preparedness Week, and we urge all the people of Novato to heed the important safety messages of Wildfire Preparedness Week, and to support the many public safety activities and efforts of Marin's fire and emergency services.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 1st day of May 2024, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman
NOES: 0
ABSENT: 0



PRESIDENT, BOARD OF DIRECTORS

ATTEST:


BOARD CLERK

RESOLUTION NO. 2024-06

A RESOLUTION OF THE BOARD OF DIRECTORS
NOVATO FIRE PROTECTION DISTRICT
ESTABLISHING THE SPECIAL TAX RATE FOR 2024/2025

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 3.67% for 2023 establishing new limits at 11.29 cents/square foot on residential structures and 16.93 cents/square foot on commercial/industrial structures.

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


Use Code	Description	Adopted Rate
11	Single Family Residential Improved	11.29 cents/square foot
14	Attached Single Family Residential	11.29 cents/square foot
21	Multiple Residential Improved	11.29 cents/square foot
31	Rural Improved	11.29 cents/square foot
33	Agricultural Improved	11.29 cents/square foot
41	Industrial Improved	16.93 cents/square foot
51	Commercial Improved	16.93 cents/square foot

PASSED AND ADOPTED by the Board of Fire Directors, Novato Fire Protection District, on the 1st day of May 2024 by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, Silverman

NOES: 0

ABSENT: 0



President, Board of Directors

Attest.



Clerk of the Board

RESOLUTION NO. 2024-07

RESOLUTION OF THE GOVERNING BODY OF THE
NOVATO FIRE PROTECTION DISTRICT

A REGULARLY SCHEDULED ELECTION TO BE HELD IN THIS JURISDICTION;
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE WITH ANY
OTHER ELECTION CONDUCTED ON SAID DATE, AND REQUESTING
ELECTION SERVICES BY THE MARIN COUNTY ELECTIONS DEPARTMENT

WHEREAS, it is the determination of said governing body the regularly scheduled election to be held on the 5th day of November, 2024, at which election the issue to be presented to the voters shall be to elect the following members to the Board of Directors:

Number of Regular Term Positions (4-year) 3

Number of Short-Term Positions (2-year) 0

NOW, THEREFORE, BE IT RESOLVED, pursuant to Elections Code §10002, the Board of Supervisors of the County of Marin is hereby requested to:

- 1) Consolidate said election with any other applicable election conducted on the same day in the manner prescribed in Elections Code §10418;
- 2) Authorize and direct the Marin County Elections Department at District expense, to provide all necessary election services and to canvass the results of said election.

PASSED AND ADOPTED this 5th day of June , 2024 by the following vote, to wit:

AYES: Davis, Goines, Hadfield, Silverman

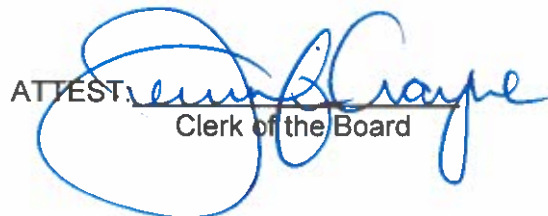
NOES: none

ABSENT: Francisco



PRESIDENT, BOARD OF DIRECTORS

ATTEST:



Clerk of the Board

RESOLUTION NO. 2024-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING THE APPOINTMENT OF JENICA MALDONADO AS DESIGNATED
REPRESENTATIVE FOR LABOR NEGOTIATIONS**

WHEREAS, Each of the Memorandums of Understanding (“MOUs”) concerning the terms and conditions of employment between the District and its three recognized employee organizations are set to expire on June 30, 2025, and

WHEREAS, The District intends to meet its legal obligation under state law to meet-and-confer with each of the employee organizations concerning potential changes to these MOUs and to appoint a Chief Negotiator to represent the District in these negotiations; and

NOW THEREFORE, be it resolved by the Board of Directors of the Novato Fire Protection District, that the Board of Directors hereby appoints Jenica Maldonado as the District’s designated representative in negotiations regarding potential amendments to labor MOUs with its three recognized employee organizations. The scope of this appointment shall include negotiations regarding topics that the parties had intended to address prior to negotiating the MOU terms, including potential changes to District personnel-related rules and policies and to identify District past practices.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 18th day of June 2024, by the following vote:

AYES: *Francisco, Davis, Silverman*

NOES: *0*

ABSENT: *Hadfield, Goines*


Board President Lj Silverman

Attest:


Clerk of the Board, Jennifer Crayne

RESOLUTION NO. 2024-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING THE BOARD OF DIRECTORS TO EXECUTE AN AMENDMENT TO THE
DISTRICT'S EMPLOYMENT AGREEMENT WITH INFORMATION TECHNOLOGY MANAGER
AZAR MASHINTCHIAN**

WHEREAS, On January 4, 2023, the Novato Fire Protection District authorized execution of an Employment Agreement with Information Technology (IT) Manager Azar Mashintchian to govern the terms and conditions of the IT Manager's employment with the District in order to retain the IT Manager's experience, skills, abilities, background, and knowledge; and

WHEREAS, the IT Manager job description has been updated to encompass additional supervisory duties; and

WHEREAS, the IT Manager is a non-represented employee; and

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

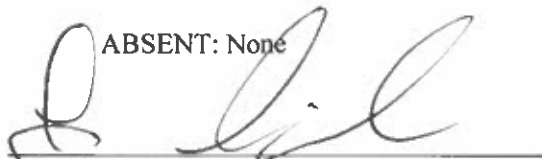
NOW THEREFORE BE IT PROCLAIMED, that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

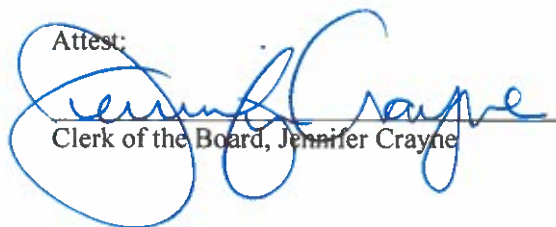
PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 3rd day of July 2024, by the following vote:

AYES: Davis, Francisco, Goines, Hadfield, and Silverman

NOES: None

ABSENT: None


Board President Lj Silverman

Attest:

Clerk of the Board, Jennifer Crayne



Employment Agreement
Between
Novato Fire Protection District
And
Information Technology Manager
Azar Mashintchian

June 26, 2024

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Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and the Information Technology (IT) Manager. This employment agreement will be in effect July 1, 2024, through June 30, 2025. 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 IT 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 IT 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 IT 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 IT Manager shall be separated from employment with the District and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies and procedures regarding employee performance and discipline.

ARTICLE IV – SALARY

Effective July 1, 2024, the Novato Fire Protection District (District) and IT Manager agree:

Position	Monthly Base Salary
Effective 7/1/2024	\$14,529.45*

1. Effective July 1, 2024 - Increase to individual employee base salary of the same percentage given to NPFA, NFCOA, NSAS, ASM, Finance Director, and HR Manager for the agreement period of July 1, 2024, through June 30, 2025. **On July 3, 2024, the BOD will meet to review anticipated net property tax revenue estimated and discuss annual salary increase adjustments for all MOU and employment agreement.*

ARTICLE V – BENEFITS

The IT 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 IT Manager's deferred compensation (457) plan, provided the IT Manager contributes at least \$150.00 per month to her deferred compensation plan.

B. Overtime Pay

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

C. Compensatory Time Pay

1. Forty (40) hours of Compensatory Time (CTO) will be given to the IT Manager on July 1, 2024.
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 IT Manger 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.

The IT 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

The District has contracted with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing the IT Manager and their dependents with access to medical insurance benefits. The IT 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 IT Manager is responsible for paying the difference between the cost of their selected medical insurance premium and the established Supplemental Benefit Allowance.

b. Section 125 Cafeteria Plan

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

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

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

Both employee and District contributions shall be adjusted annually beginning on June 30, 2022 at a percentage rate equal to the United State Department of Labor, Bureau of Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI).

- 3. Members hired on or after January 1, 2015 may purchase medical insurance through the District in retirement and the District will pay the minimum contribution required under the PEMHCA law.**

For members hired after January 1, 2015 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 member contribution for members under the age of 40 for a total combined contribution of \$150 per month. When current members reach the age of 40, the member 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 members over the age of 40 at the time of this MOU ratification, the District shall contribute \$150 per month to the mandatory member contribution of \$75.00 per month for a total of \$225 per month.

F. Dental Insurance, All Tiers

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

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

G. Vision Insurance, All Tiers

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

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

H. Marin County Employee's Retirement Association

Full time employees shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (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 IT Manager's paycheck. The IT

Manager will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.

J. Disability - AFLAC Insurance

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

K. Employee Assistance Program (EAP)

The IT Manager may participate in any Employee Assistance Program offered to District employees. The current EAP program through FASIS using Concern Health offers employees and their dependents ten (10) counseling sessions per incident, per year, along with on-line services.

L. Continuing Education/Career Development

As funding allows, and as approved by the Fire Chief, career development for the IT Manager includes books, tuition or conference fee, and up to 80 hours of paid leave per year. The selection of the conferences and/or classes shall be selected by mutual agreement between the IT Manager and Fire Chief, but must be within the scope of the job requirements for the position.

M. Educational Incentive contributions to 457 Plan

1. The IT Manager may earn a maximum of 3% of their base salary from educational incentives for one of the items listed below. The District recognizes that that the field of Information Technology is ever changing and acknowledges the value of on-the-job experience over solely a college degree.
 - a. Associate's Degree – 1%
 - b. Cisco Certified Network Associate (CCNA) – 2%
 - c. Bachelor's Degree OR 10 years' experience in the field of Information Technology and an Associate's Degree – 3%
2. Education incentive payments may not be used as a form of retirement subvention.
3. The Educational Incentive amount shall be deposited into the IT Manager's deferred compensation plan.
4. The IT Manager's 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.

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.

O. Notice Incentive Program

In order to preserve valuable institutional knowledge and provide sufficient time for knowledge transfer, the NFPD will offer an incentive of \$1,000 to the IT Manager if they provide three (3) months' notice of pending resignation/retirement; of \$2,000 for six (6) months' notice, payable at the time of separation from employment with the NFPD.

The IT Manager is eligible for this incentive if:

- They have been employed full-time for two (2) or more years with the NFPD
- They have provided written, irrevocable notice of their resignation/retirement, including effective date; and
- They agree that during their final month of District employment, they will remain in a regular working state through their stated date of separation from employment, and take no more than five (5) days of pre-approved accrued time off, which shall not be taken in the final two weeks of employment.

ARTICLE VI – LEAVES

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

A. Bereavement Leave

This leave is available to the IT Manager for the purpose of attending to family needs that arise in connection with the death of a member of the IT 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 grandparents. Refer to policy for additional information.

B. Catastrophic Leave

This leave is available to the IT 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 IT Manager from returning to work for an extended period of time, during which IT Manager will exhaust all of their accumulated leave balances. In order to request catastrophic, leave the IT Manager must have exhausted all of their accrued leave, including sick leave, compensatory time off, and vacation time and received the approval of the Fire Chief to open a Personal Catastrophic Leave account. If the IT Manager is incapacitated, their legally recognized representative may request that the account be opened. Refer to policy for additional information.

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 their 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.

Refer to policy for additional information.

D. Floating Holidays

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

Refer to policy for additional information.

E. General Sick Leave

The IT Manager shall accrue sick leave at a rate of 8.5 hours per month.

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

F. Sick Leave Incentive

1. The IT 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 IT Manager deferred compensation account (457 plan).

Refer to policy for additional information.

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

1. Upon request the District will contribute the IT Manager's deferred compensation account an amount equivalent to the hours in their sick leave bank in excess of 500 hours.
2. The IT Manager must request this transfer of excess sick leave hours by the first pay period in January.
3. If the IT Manager has less than 500 hours, they may not request a transfer; in addition, no transfer of sick leave hours shall cause their sick leave bank to contain less than 500 hours.
4. The transferred sick leave shall be calculated at 50% of the IT 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, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day.

Refer to policy for additional information.

I. Vacation

1. The IT Manager shall start receiving Vacation Leave accruals based upon the rate of five (5) years of service, which is 153 hours annually. Upon date of hire, IT Manager will have 153 hours of vacation deposited into their vacation bank. Future vacation will be accrued throughout the year for use the following year. For purposes of calculating years of service, the hire date is considered to be January 1 of the year an employee is hired.

EXAMPLE: an employee hired on April 1, 2000 will have their 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 IT Manager has a vacation hour balance of less than four (4) hours, they may use the accrued hours in any increment up to the maximum of their accrued vacation hours.
4. Vacation may not be accrued in excess of two times the IT Manager’s annual accrual rate. The IT Manager will cease to accrue vacation once they have accrued twice their annual vacation accrual until such time as their accrued vacation is reduced below this limit.

Refer to policy for additional information.

J. Vacation Cash Out

The District may pay the IT Manager, at their request, up to 50% of their total accrued vacation. Cash out will only take place during the last pay period of June. Refer to policy for additional information.

ARTICLE VII -RETIREMENT

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

Based on the IT Manager’s previous MCERA membership at Marin County Sheriff’s Office:

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 IT 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 IT Manager and the District. The failure of the IT 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.


IT Manager, Azar Mashintchian

7/3/2024
Date

Accepted by the Novato Fire Protection District


Board President on behalf of the Novato Fire Protection District

7/3/2024
Date

RESOLUTION NO. 2024-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT DETERMINING
THE 2024/25 APPROPRIATIONS LIMIT**

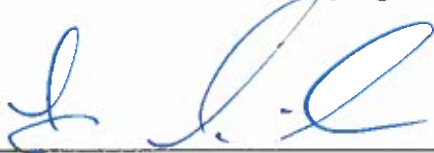
RESOLVED by the Board of Directors of the Novato Fire Protection District, Marin County, California, that the Board, on the basis of appropriations limit calculation which has been on file and available in the office of the Fire Chief, has calculated the maximum limit applicable to the appropriation of tax proceeds for the fiscal year 2024/25 to be the sum of Seventy Eight Million Eight Hundred Fifty-Four Thousand Two Hundred Sixty Two Dollars (\$78,854,262), and the basis of said calculations are available and on file in the office of the Fire Chief of said District, and that this resolution shall be posted by the Fire Chief at 95 Rowland Way, Novato, California.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 4th day of September 2024, by the following vote:

AYES: Davis, Goines, Hadfield, Silverman

NAYS: NA

ABSENT: Francisco



President, Board of Directors

Attest:



Clerk of the Board

RESOLUTION 2024-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NOVATO FIRE
PROTECTION DISTRICT APPROVING THE
AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
MARIN WILDFIRE PREVENTION AUTHORITY**

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Marin Wildfire was formed when the 17 Members entered into the original joint exercise of powers agreement ("original agreement") and Measure C, including Ordinance No. 3716, was approved by 70.8% of voters in March 2020 to impose a tax on all parcels of real property in Marin County within the boundaries of Marin Wildfire's Members, which are defined as "Member Taxing Entities" under the Ordinance; and

WHEREAS, effective July 1, 2023, the City of Mill Valley consolidated its fire department and taxing authority for fire protection and prevention with the Southern Marin Fire District. As the original agreement did not address this type of action on the part of a Member Taxing Entity at the time the consolidation took effect, on August 17, 2023, the Marin Wildfire Board of Directors voted unanimously to allow the City of Mill Valley to remain a Member until the expiration of Measure C; and

WHEREAS, the Members wish to amend and restate the original agreement to reflect the current structure of Marin Wildfire and to address matters that were not included in the original agreement; and

WHEREAS, the Members find that the amendments reflected in this Agreement comport with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement;

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

SECTION 1. Authority and Purpose

- a. This Agreement is made under the authority of Sections 6500 through 6515, inclusive, of the California Government Code, among the Members.
- b. The purpose of this Agreement is to establish a Joint Powers Authority separate from the Local Agencies. This Authority is to be known as the Marin Wildfire Prevention Authority and may be referred to as Marin Wildfire. Marin Wildfire will plan, finance, implement, manage, own and operate a multi-jurisdictional and county-wide agency to prevent and mitigate wildfires in Marin County. Each Member individually, at the time Measure C including Ordinance No. 3716 passed in 2020, had the statutory ability to provide fire suppression, protection, prevention and related incidental services. The purpose and intent of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

SECTION 2. Term of Agreement

This Agreement becomes effective upon the first date that at least three quarters (3/4) of the 17 Local Agencies listed above (i.e., 13 Local Agencies) approve the Agreement at a public meeting. It shall remain in effect until it is terminated pursuant to Section 16 or amended in accordance with Section 21.

SECTION 3. Membership

- a. **Initial Membership.** To become an initial Member, the Local Agency executed the original agreement and approved the County of Marin placing the tax measure on the ballot by October 31, 2019. A Local Agency geographically located in Marin County that possessed fire protection responsibilities must have adopted a resolution of their governing board to become a participating signatory to this Agreement and Member of Marin Wildfire. At that time, 17 of the Local Agencies had done so.
- b. **Successor Membership.** If, due to changes in circumstances (including, but not limited to changes in fire suppression responsibility approved by LAFCO) a Member's fire suppression responsibility is transferred to a new or different public agency, that new or different public agency shall be admitted as a Member upon approval of such membership and this Agreement by such public agency's governing body.
- c. **Member Withdrawal and Consolidation.**
 - 1) **Withdrawal.** A Member that wishes to withdraw from Marin Wildfire must provide written notice to Marin Wildfire at least one (1) year prior to the Board of Directors' final action to propose a tax renewal measure for consideration by Members. A Member's withdrawal will

take effect upon the expiration of the tax that is in place at the time such withdrawal notice is provided to the Board of Directors.

- 2) Consolidation/Merger. If, due to changes in circumstances a Member's fire protection responsibility and taxing authority for fire protection and prevention is transferred to a new or different public agency that results in a Member losing its fire protection responsibility and its Member taxing authority, the Member will be withdrawn from Marin Wildfire upon expiration of the tax that is in place at the time of any such changed circumstance.

d. **Additional Members.** A Local Agency geographically located in Marin County that possesses fire protection responsibilities may become a Member only when Marin Wildfire seeks to renew the tax that funds Marin Wildfire. Specifically, the Local Agency must adopt a resolution of their governing board to become a participating signatory to this Agreement, as amended, and must approve placing a tax measure on the ballot in conformance with Section 5(f) of this Agreement. The Board of Directors must adopt a resolution authorizing membership of the new Member, specifying conditions, if any, associated with membership, including a one-time pro rata charge to compensate for past expenditures and investments of Marin Wildfire that will be of benefit to the Member upon joining Marin Wildfire ("New Member Charge"). The Board of Directors' determination of the conditions, if any, including the New Member Charge, is final.

- 1) If the tax renewal measure is approved by the voters, each Additional Member will be considered a Member and will be represented on Marin Wildfire's Board of Directors. If a New Member Charge is required upon joining Marin Wildfire, that Charge will be deducted from the New Member's Local-specific wildfire prevention funding described in Section 9(d) until the Charge is paid in full. The New Member will also have the option of paying in full the Charge within sixty (60) days of joining Marin Wildfire.
- 2) If the tax renewal measure is not approved, this Agreement will terminate and assets will be allocated among the Initial Members as outlined in Section 16 and the new Member(s) will not become Member(s) or serve on Marin Wildfire's Board of Directors.

SECTION 4. Board of Directors

- a. Marin Wildfire will be governed by a Board of Directors comprising elected leaders from each Member to ensure that wildfire programs and resources are directed to areas of greatest need and opportunity for community benefit.

- b. Marin Wildfire shall be governed by the Board of Directors which is hereby established. The Board of Directors shall be comprised of Directors who are elected officials of the Members, and each Member shall have one Director on the Board of Directors.
- c. The Board of Directors shall hold at least two meetings each year as determined by its bylaws. Special Meetings of the Board may be called in accordance with the provisions of the Brown Act and Government Code Section 54956.
- d. Minutes of the adjourned, regular and special meetings of the Board shall be kept and said minutes shall be available to Members and the public on Marin Wildfire's website. A majority of the Directors of the Board will constitute a quorum; however, if the number of Members is an even number, then 50% of the Directors of the Board will constitute a quorum. In the event of a meeting of the Board with less than a quorum, the present Directors will only have the power to dismiss a meeting. For purposes of conducting business, a majority of the quorum will be authorized to act on behalf of Marin Wildfire, subject to the voting conditions set forth in Section 4.f.
- e. The Board shall elect, at its first meeting of each fiscal year, a President and Vice President. The President and Vice President shall serve one-year terms, but can be re-elected. The President shall represent Marin Wildfire and execute any contracts and other documents when required by the bylaws. The Vice President shall serve in the absence of the President.
- f. **Voting.** For all votes conducted by the Board, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the Directors present vote in favor of a motion, and (2) the Directors present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.
- g. The Board may adopt from time to time such policies, procedures, bylaws, rules and regulations for the conduct of its affairs as deemed necessary by the Board.

SECTION 5. Powers of Marin Wildfire

- a. Marin Wildfire shall have all of the necessary powers and authorities granted by law to exercise the common powers of its members in providing wildfire suppression, protection, prevention and related and incidental services, with members retaining all powers.
- b. Marin Wildfire shall have all of the necessary powers to evaluate structures and defensible space and provide structural fire protection advice to enhance compliance of parcels of land and buildings meeting local fire and building codes, as well the power to create neighborhood and public education programs to reduce wildfire vulnerability and improve neighborhood preparedness.

- c. Marin Wildfire may contract with private companies and public agencies to create, implement and operate Marin Wildfire to provide wildfire protection and prevention, as well as to ensure buildings meet fire and building codes.
- d. Marin Wildfire may make and enter into contracts; adopt budgets; employ and retain agents and personnel; retain legal counsel; retain consultants and engineers; acquire grants; acquire, hold, lease and dispose of real and personal property; accept donations; sue and be sued; and possess and exercise all other powers common to the Members. The intent of this provision is to allow Marin Wildfire flexibility in making fiscally sound staffing decisions.
- e. Marin Wildfire may incur debt and issue bonds or any like instruments of no more than 10% of its annual budget in order to efficiently provide the service enumerated herein in compliance with the pertinent sections of the Government Code of the State of California. Specifically, Marin Wildfire can incur debt in its own name under any law authorizing a joint power authority to do so, including Government Code Section 6540 *et seq.*, and the Marks-Roos Local Bond Pooling Act of 1985, and Government Code Section 6584 *et seq.*
- f. Marin Wildfire may authorize taxes pursuant to Government Code Sections 50075 *et seq.*, 53978, or any successor statutes. Subsequent taxes shall be levied and assessed as a special parcel tax by the County of Marin, on behalf of itself and Member Taxing Entities, on all parcels of real property in the Member Taxing Entities for each fiscal year.
- g. Marin Wildfire may exercise the powers permitted pursuant to Government Code Section 6504 or any successor statute. Pursuant to Government Code Section 6509.5, Marin Wildfire is entitled to invest any money in the treasury that is not required for the immediate necessities of Marin Wildfire.
- h. Marin Wildfire may do all things necessary and lawful to carry out the purpose of this Agreement.
- i. As required by Government Code Section 6509, one Member must be designated such that the power of Marin Wildfire is subject to the restrictions upon the manner of exercising power possessed by the Member. The County of Marin is designated as the Government Code Section 6509 public entity.

SECTION 6. Operations Committee

- a. The Operations Committee shall be responsible for creating a recommended annual budget and a recommended annual work plan for the Board. The Operations Committee shall meet at least twice per year at a reasonable time before the Board must establish its budget. The Operations Committee representatives should strive for a balance of executive/administrative and fire expertise on the committee. The Operations Committee shall be composed of representatives who are agency staff or contract employees, one from each of the Members. The Operations Committee meetings will be held in accordance with the Ralph M. Brown Act, Government Code sections 54950 *et seq.*

- b. **Voting.** For all votes conducted by the Operations Committee, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the representatives of the Operations Committee present vote in favor of a motion, and (2) the representatives of the Operation Committee present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.

SECTION 7. Reserved

SECTION 8. Community Oversight Committee

The Board of Directors will create a Community Oversight Committee. The Community Oversight Committee will review Marin Wildfire's spending on an annual basis following the report from the Treasurer. After review of the previous year's work program and the financial audit, the Community Oversight Committee will adopt a report on the spending of the parcel tax funds and the previous year's work program to evaluate consistency with the tax measure. Community Oversight Committee participants will be residents who are neither elected officials of any government entity, nor public employees of any Member. Service on the Community Oversight Committee will be restricted to individuals who reside in Marin County. Participants on the Community Oversight Committee will be required to submit a statement of financial disclosure and participation will be restricted to individuals without economic interest in any of Marin Wildfire's projects. The Community Oversight Committee may create subcommittees to monitor the deliberations of the Board of Directors and Operations Committee. The Board of Directors shall appoint participants to the Community Oversight Committee from applications received as set forth below:

- Five participants, each residing in one of these five general geographical areas: West Marin, Novato, San Rafael, Central Marin, and Southern Marin.
- One participant from a taxpayer organization of Marin County.
- One participant from environmental organizations of Marin County.
- One participant from Firewise communities or similar fire prevention organization.
- One participant from a non-partisan community-based organization.
- One nonvoting youth member (age 14-18) for a one-year term rotating between the five general geographical areas, when possible.

SECTION 9. Funding

- a. The Board shall adopt an annual budget for Marin Wildfire's activities by June 1 of each year. In adopting the annual budget, the Board must consider recommendations from the Operations Committee. The annual budget shall identify the programs of Marin Wildfire and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by

program. The Board shall allocate these costs for each program with the adoption of the annual budget. To the extent changes to the budget under California law require approval of more than a simple majority of Members, the population representation requirement of Section 4.f. shall not increase.

- b. The core program functions of Marin Wildfire will be funded by 60% of the tax measure proceeds and will consist of, but not be limited to, vegetation management; wildfire detection; evacuation plans and alerts; grants; and public education. Marin Wildfire may allocate core funds to local wildfire prevention efforts, should the Board of Directors determine the core functions of Marin Wildfire are being served. Vegetation management funds will be allocated with consideration towards equitable spending over the five operational zones. As part of the five-year review of the funding levels described in Section 9f, at least 80% of the revenue generated for vegetation management by each operational zone should be allocated within the respective zone. If this requirement is not met, it must be remedied within the next five-year period.
- c. Defensible space and fire-resistant structure evaluations, and mitigation of fire threats thereof, will be funded by 20% of the tax measure proceeds and will be done on a shared service basis or by the responsible Member consistent with Section 10.
- d. Local-specific wildfire prevention efforts will be funded by 20% of the tax measure proceeds and allocated to each Member in proportion to revenue raised in each Member's respective tax rate areas. Members must certify that the tax measure proceeds are used consistent with the purpose of Marin Wildfire and that the tax measure expenses result in a higher level of service than would otherwise be provided by the Member.
- e. An administrative cost of not more than 10% will be budgeted for each program, including the core program, defensible space and fire-resistant structure evaluation program, and local-specific wildfire prevention efforts. Should a Member locally administer the defensible space evaluations pursuant to Section 10, an administrative cost will not be withheld by Marin Wildfire for that program. The Board shall determine the methodology for calculating administrative costs.
- f. In Fiscal Year 2025-26, 2030-31, 2035-36 and continuing every five years thereafter, the Board may alter the funding levels of the core program functions of subsection 9.b. and the defensible space evaluations from subsection 9.c. The local-specific wildfire prevention efforts of subsection 9.d. will remain funded by 20% of the tax measure proceeds. A vote to alter the funding levels pursuant to this section shall require two-thirds approval of Directors voting to alter the funding levels, while maintaining the over 50% of the population represented by the Member agencies requirement in accordance with the voting rules set forth in Section 4.f. Should the Board approve changes to the funding levels of the programs, to provide adequate notice to Member agencies, those changes will not go into effect until two fiscal years after the changes were approved. For

example, if funding levels of programs are altered during Fiscal Year 2025-26, those changes will not be implemented until the budget of Fiscal Year 2027-28.

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

Should a Member choose to locally administer the power set forth in Section 5.b., that Member shall evaluate structures and defensible space so property owners can enhance compliance with fire and building codes through homeowner education and, as necessary, enforcement follow-up. The Member choosing to locally administer the Defensible Space Program must certify that the Member shall use the funds provided by Marin Wildfire exclusively to evaluate defensible space and to enhance compliance with structures and land meeting fire and building codes, and not for any other purpose. Tax measure proceeds will be allocated to Members choosing to locally administer in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas, as determined by the Board. For those Members remaining in the defensible space program, Marin Wildfire will expend the tax measure proceeds in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas.

SECTION 11. Exemptions

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

SECTION 12. Duties of Treasurer

- a. The Treasurer of Marin Wildfire shall be the Treasurer of one of the Members and/or a certified public accountant appointed by the Board of Directors in accordance with the provisions of the applicable law. Marin Wildfire at its first meeting and thereafter at its first meeting of the fiscal year shall elect a Treasurer and establish terms with the Member agency. This person shall also function as the Controller of Marin Wildfire.
- b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by generally accepted accounting practice, shall cause an independent annual audit of the accounts and records and comply with all requirements of Government Code Sections 6505, 6505.1, 6505.5 and 6505.6.
- c. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year ending on June 30, or as soon thereafter as possible, shall give a

complete written report of all financial activities for such fiscal year to the Members.

SECTION 13. Debts and Liabilities

As permitted pursuant to Government Code Section 6508.1, no debt, liability, or obligation of Marin Wildfire shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member may agree.

SECTION 14. Insurance and Indemnification

Marin Wildfire shall acquire such insurance protection as is needed to protect the interests of Marin Wildfire and the Members, and such cost shall not count toward the administrative fee of Section 9.e. Marin Wildfire may use self-insurance and may contract with a Member for insurance services. Marin Wildfire shall defend and indemnify and hold harmless the Members and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of Marin Wildfire or the activities undertaken pursuant to this Agreement (collectively, "Liabilities"), except where such Liabilities are caused solely by the gross negligence or willful misconduct of any indemnitee.

SECTION 15. Privileges, Immunities and Other Benefits

In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Members when performing their functions shall apply to the same degree and extent while engaged in the performance of any of their functions and duties for Marin Wildfire.

SECTION 16. Termination; Disposition of Assets.

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

- c. If a tax measure is rescinded, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

SECTION 17. Severability

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

SECTION 18. No Rights to Third Parties

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

SECTION 19. Notices.

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

SECTION 20. Prohibition Against Assignment.

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

SECTION 21. Amendments

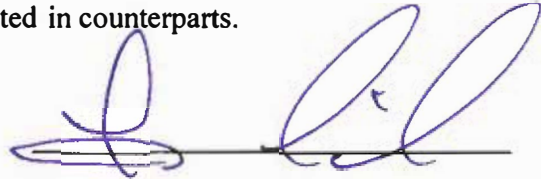
This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of three-fourths (3/4) of the governing boards of the Members, so long as any amendment comports with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement.

SECTION 22. Agreement Complete

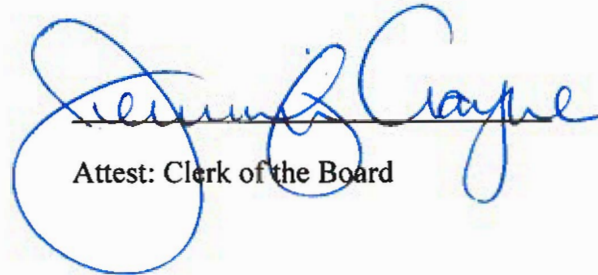
The foregoing constitutes the full and complete Agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or agreements whether written or verbal. There are no oral understandings or agreement not set forth in writing herein. Any such agreements merge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

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

Dated: Sept 4 2024



By: Board President



Attest: Clerk of the Board

AYES: Davis, Goines, Hadfield, Silverman

NAYS: NA

ABSENT: Francisco

RESOLUTION NO. 2024-12

**RESOLUTION PROCLAIMING
NOVATO FIRE PROTECTION DISTRICT
PARTICIPATION IN FIRE PREVENTION WEEK,
OCTOBER 6-12, 2024**

WHEREAS, the Novato Fire Protection District is committed to ensuring the safety and security of all those living in and visiting the City of Novato and all its unincorporated areas; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 356,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as two minutes to escape safely; and

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

WHEREAS, Novato residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, Novato residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Novato residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

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

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

WHEREAS, the 2024 Fire Prevention Week theme, “Smoke alarms: Make them work for you!”, effectively serves to remind Novato residents it is important to think about the simple, but important actions they can take to keep themselves and those around them safer when they install, test and replace smoke alarms in their homes.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors of the Novato Fire Protection District hereby proclaim October 6-12, 2024, as Fire Prevention Week throughout this community. The Board of Directors urges all of Novato to follow simple steps they can take to help safeguard their homes for Fire Prevention Week 2024 and to support the many public safety activities and efforts of California's fire and emergency services.

This resolution was PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 2nd day of October 2024, by the following vote:

AYES: Davis, Goines, Hadfield, Silverman

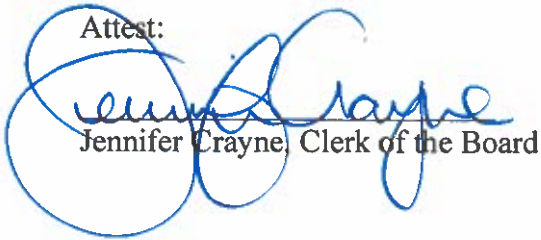
NAYS: NA

ABSENT: Francisco



Lj Silverman, President, Board of Directors

Attest:



Jennifer Crayne, Clerk of the Board

RESOLUTION NO. 2024-13

**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 Shake Out on October 17, 2024, the Novato Fire District has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

WHEREAS, the Novato Fire District will conduct an earthquake drill, District building evacuations, and field exercises including a Windshield Survey, and work in unified command with Novato Police Department, and

WHEREAS, by supporting The Great California Shake Out, 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 Shake Out "Drop, Cover and Hold On" earthquake drill on October 17 at 10:17 a.m., and encourage the public, schools, businesses, and other community stakeholders to also register.

NOW, THEREFORE BE IT RESOLVED THAT:

The Novato Fire District hereby approves participating in the Great California Shakeout hereto by taking time to recognize and acknowledge the importance of preparing our city for the purpose of building a safer community and reducing the loss of lives and property from a major earthquake event by taking proactive steps today.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 2nd day of October 2024 by the following vote:

AYES: *Davis, Goines, Hadfield, Silverman*

NOES: *NA*

ABSENT: *Francisco*



Louis Silverman, President, Board of Directors

Attest:



Jennifer Crayne, Clerk of the Board

RESOLUTION NO. 2024-14

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
DESIGNATING OCTOBER 2024 AS
NATIONAL BREAST CANCER AWARENESS MONTH**

WHEREAS, the governing body of The Novato Fire Protection District expresses their support in designating October 2024 as National Breast Cancer Awareness Month; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public awareness about the importance of early detection, diagnosis, and treatment of breast cancer; and

WHEREAS, many great strides have been made in breast cancer awareness and treatment, there remains much to be accomplished; and

WHEREAS, cancer is one of the deadliest diseases, we need to come together to fight and more of us need to step up and lead the way.

WHEREAS, Marin County has one of the highest incidence rates for breast cancer in California; and

WHEREAS, Members of the Novato Fire District have been diagnosed with breast cancer; and

WHEREAS, taking advantage of early detection methods such as mammography and clinical exams could help the breast cancer death rate decline; and

WHEREAS, the National Cancer Institute estimates in the United States in 2024, 310,720, new cases of invasive breast cancer will be diagnosed in women in the U.S., and

WHEREAS, 1 in 8 women will be diagnosed with breast cancer in her lifetime, which is one person every 12 minutes in the U.S. and,

WHEREAS, The two greatest risk factors of breast cancer are being female and getting older, and,

WHEREAS, In 2024, it is estimated that 42,250 women and 530 men in the U.S. will die 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's 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 365 days a year, but for a designated week in October, they will 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 men and 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 2024 as National Breast Cancer Awareness Month; and
2. Encourages all people of the United States to become more informed and aware of breast cancer.

PASSED AND ADOPTED by the Board of Directors, Novato Fire Protection District, on the 2nd day of October 2024 by the following vote:

Ayes: *Davis, Goines, Hadfield, Silverman*

Noes: *NA*

Absent: *Francisco*

Abstain: *NA*



Lj Silverman, President, Board of Directors

Attest:



Jennifer Crayne, Clerk of the Board

RESOLUTION NO. 2024-15

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING THE BOARD OF DIRECTORS TO EXECUTE THE DISTRICT'S
EMPLOYMENT AGREEMENT WITH INFORMATION TECHNOLOGY (IT) TECHNICIAN -
COMMUNICATIONS SCOTT FREEDMAN**

WHEREAS, IT Technician – Communications Scott Freedman is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, IT Technician – Communications Scott Freedman provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the IT Technician – Communications Scott Freedman, 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, BE IT PROCLAIMED that 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 of the Novato Fire Protection District, at a meeting held on this 2nd day of October 2024, by the following vote:

AYES: *Davis, Goines, Hadfield, Silverman*

NOES: *NA*

ABSENT: *FRANCISCO*


Board President Lj Silverman

Attest:


Clerk of the Board, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Information Technology (IT) Technician –
Communications (Part-Time)

Scott Freedman

TABLE OF CONTENTS:

Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Pay

Article IV: Leaves Article

Article V: Driver's License Requirements

Article VI: Existing District Personnel Rules, Policies and Procedures

Article VII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Information Technology (IT) Technician – Communications Scott Freedman. This employment agreement will be in effect October 1, 2024 through September 30, 2026. 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 IT Technician - Communications 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 IT Technician - Communications 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 fiscal year. It is understood and agreed that the IT Technician - Communications serves as an at-will employee, meaning his employment with the District may be terminated by him or the District at any time with or without cause, and cause is not required. No one other than the District’s Board of Directors has the authority to alter this at-will employment arrangement, to enter into an agreement or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the Fire Chief and approved by the Board of Directors.

ARTICLE III – PAY RATE

The IT Technician - Communications pay shall be as follows, effective October 1, 2024

Position	Pay Rate
IT Technician - Communications Effective 10/01/2024	Not to exceed \$45,960.00 annually

Overtime

The IT Technician - Communications may earn overtime when working more than 40 hours per week, in accordance with the Overtime Policy.

Disability – AFLAC Insurance

The District will contribute \$150.00 per month to the base salary for disability insurance for the IT Technician – Communications.

ARTICLE IV - LEAVES

This section includes descriptions for the different type of leave programs available to the IT Technician – Communications.

A. General Sick Leave

1. The IT Technician - Communications 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 40 hours annually, and may be carried over to the following year, with a maximum total accrual of 80 hours.
3. Any sick leave accrued by the IT Technician - Communications shall not be cashed out upon separation from employment.

B. Floating Holiday

The IT Technician - Communications will receive one (1) floating holiday per calendar year. Any floating holiday not used in the calendar year may not be carried over to the next year.

ARTICLE V – DRIVER LICENSE REQUIREMENTS

The IT Technician - Communications is required to possess and maintain a valid California Driver License, Class C

ARTICLE VI- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

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

ARTICLE 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 IT Technician - Communications and the District. The failure of the IT Technician - Communications 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.

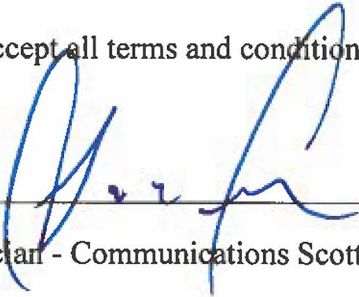
This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

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.

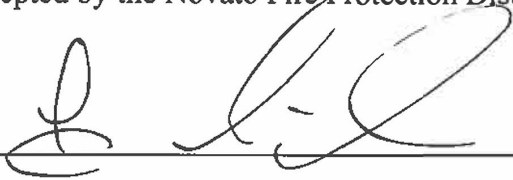


IT Technician - Communications Scott Freedman

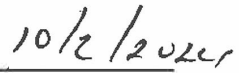


Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District



Date

RESOLUTION NO. 2024-16

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING THE BOARD OF DIRECTORS TO EXECUTE THE DISTRICT'S
EMPLOYMENT AGREEMENT WITH WILDFIRE MITIGATION SPECIALIST SUPERVISOR
YVETTE BLOUNT**

WHEREAS, Wildfire Mitigation Specialist Supervisor Yvette Blount is a non-represented employee of the Novato Fire Protection District and;

WHEREAS, Wildfire Mitigation Specialist Supervisor Yvette Blount provides a valuable service to the Novato Fire Protection District; and

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist 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.

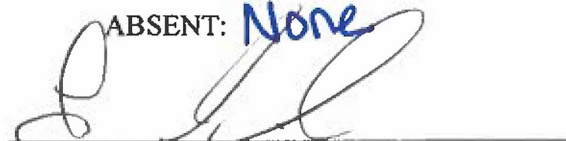
NOW, THEREFORE, BE IT PROCLAIMED that the President of the Board of Directors is authorized to execute the Employment Agreement attached hereto as Exhibit A, and to bind the District by his signature to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Novato Fire Protection District, at a meeting held on this 6th day of November 2024, by the following vote:

AYES: *Davis, Goines, Hadfield, Francisco, Silverman*

NOES: *None*

ABSENT: *None*



Board President Lj Silverman

Attest:



Clerk of the Board, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

**Wildfire Mitigation Specialist Supervisor
Yvette Blount**

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Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Pay

Article IV: Leaves Article

Article V: Driver's License Requirements

Article VI: Existing District Personnel Rules, Policies and Procedures

Article VII: Additional Provisions

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 November 16, 2024 through November 15, 2026. 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 November 16, 2024

Position	Pay Rate
Wildfire Mitigation Specialist Supervisor Effective 11/16/2024	Not to exceed \$65,856.00 annually

Marin Wildfire Prevention Authority Annual Cost of Living Adjustment (COLA)

If the Marin Wildfire Prevention Authority (MWPA) continues to provide an annual COLA equal to the San Francisco Bay Area Consumer Price index (CPI) with an annual cap of 3%, then Wildfire Mitigation Specialist Supervisor Blount will receive an hourly base salary increase on November 16, 2025 equal to the annual COLA amount approved by MWPA.

Overtime

The Wildfire Mitigation Specialist Supervisor may earn overtime when working more than 40 hours per week, in accordance with the Overtime Policy.

Disability -- AFLAC Insurance

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

One-Time Uniform Allowance

The Wildfire Mitigation Specialist Supervisor will receive a one-time, \$500 uniform allowance to be paid in the November 30, 2024 payroll.

ARTICLE IV - LEAVES

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

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 40 hours annually, and may be carried over to the following year, with a maximum total accrual of 80 hours.
3. Any sick leave accrued by the Wildfire Mitigation Specialist Supervisor shall not be cashed out upon separation from employment.

B. Floating Holiday

The Wildfire Mitigation Specialist Supervisor will receive one (1) floating holiday per calendar year. Any floating holiday not used in the calendar year may not be carried over to the next year.

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, POLICES AND PROCEDURES

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

ARTICLE 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

11/6/2024
Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

11/6/2024
Date

RESOLUTION NO. 2024-17

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING THE BOARD OF DIRECTORS TO EXECUTE THE DISTRICT'S
EMPLOYMENT AGREEMENT WITH WILDFIRE MITIGATION SPECIALIST DANIEL
RUSSO**

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

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

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Daniel Russo, 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, BE IT PROCLAIMED that 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 of the Novato Fire Protection District, at a meeting held on this 6th day of November 2024, by the following vote:

AYES: *Davis, Goines, Hadfield, Francisco, Silverman*

NOES: *None*

ABSENT: *None*


Board President Lj Silverman

Attest:


Clerk of the Board, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist Daniel Russo

October 25, 2024

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Article I: Full Understanding and Agreement

Article II: At-Will Employment

Article III: Salary

Article IV: Benefits Article

Article V: Leaves Article

Article VI: Driver's License Requirements

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Article VIII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Daniel Russo. This employment agreement will be in effect November 16, 2024 through November 15, 2026. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

ARTICLE II – AT WILL EMPLOYMENT

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

ARTICLE III – SALARY

The Wildfire Mitigation Specialist’s salary shall be as follows, effective November 16, 2024.

Position	Hourly Base Salary
Wildfire Mitigation Specialist Effective 11/16/2024	\$45.35/hour

Marin Wildfire Prevention Authority Annual Cost of Living Adjustment (COLA)

If the Marin Wildfire Prevention Authority (MWPA) continues to provide an annual COLA equal to the San Francisco Bay Area Consumer Price index (CPI) with an annual cap of 3%, then Wildfire Mitigation Specialist Russo will receive an hourly base salary increase on November 16, 2025 equal to the annual COLA amount approved by MWPA.

Acting Wildfire Mitigation Specialist Supervisor

Wildfire Mitigation Specialist Daniel Russo may serve as Acting Wildfire Mitigation Specialist Supervisor. He will only serve in this capacity at the request of the Deputy Fire Marshal or Prevention Battalion Chief, and for a specified time period. During the specified time period, his hourly rate will increase by 8% over base pay.

ARTICLE IV - BENEFITS

The Wildfire Mitigation Specialist is eligible for the following benefits:

A. Deferred Compensation (457 Plan) Contributions

The District will contribute up to \$100.00 per month dollar for dollar match toward the Wildfire

Mitigation Specialist's deferred compensation (457) plan, provided the Wildfire Mitigation Specialist contributes at least \$100.00 per month to his deferred compensation plan.

B. Overtime Pay

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

C. Physical Fitness

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

D. Health Insurance - Medical

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

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

District Employer Contribution for Medical Insurance Benefits

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

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

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

Supplemental Benefit Allowance

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

The Supplemental Benefit Allowance provided to a member shall be determined based on a member's participation level. Any Supplemental Benefit Allowance can only be used by a member to offset the cost of participation in District sponsored medical benefits that are available through

an IRS Section 125 cafeteria plan. Upon ratification of this agreement, the District shall provide a Supplemental Benefit Allowance that when added to the PEMHCA contribution, totals 80% of the Kaiser HMO premium for active members who enroll in medical insurance for Member Only, Member + 1 Dependent, or Member + Family.

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

E. Dental Insurance

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

F. Vision Insurance

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

G. Social Security

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

H. Life Insurance, All Tiers

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

I. Disability - AFLAC Insurance, All Tiers

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

J. Employee Assistance Program (EAP)

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

K. One-Time Uniform Allowance

The Wildfire Mitigation Specialist will receive a one-time, \$500 uniform allowance to be paid in the November 30, 2024 payroll.

L. Continuing Education

Wildfire Mitigation Specialist Russo will be provided with time off, cost of tuition, books, food, mileage, and lodging to attend courses that are related to the five (5) goals and objectives of the Marin Wildfire Prevention Authority (MWPA). These goals and objectives are:

- i. Vegetation Management
- ii. Detection, Alert, and Evacuation
- iii. Grants
- iv. Public Outreach and Education
- v. Defensible Space and Home Hardening

Attendance at any course will require the approval of the Battalion Chief of Prevention or the Deputy Fire Marshal.

ARTICLE V - LEAVES

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

A. Bereavement Leave

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

B. FMLA Leave

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

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

C. Floating Holidays

1. The Wildfire Mitigation Specialist shall receive 16 hours of Floating Holiday time annually.

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

D. General Sick Leave

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

E. Sick Leave Incentive

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

F. Office Holidays

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

G. Vacation

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

ARTICLE VI – DRIVER LICENSE REQUIREMENTS

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

ARTICLE VII- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

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

accordance with State law.

ARTICLE VIII – ADDITIONAL PROVISIONS

A. Severability.

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

B. Modification, Amendment, Waiver.

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

C. Governing Law.

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

D. Counterparts.

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

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



Wildfire Mitigation Specialist Daniel Russo

11-6-29

Date

Accepted by the Novato Fire Protection District

[Handwritten Signature]

11/6/2024

Board President on behalf of the Novato Fire Protection District

Date



RESOLUTION NO. 2024-18

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NOVATO FIRE PROTECTION DISTRICT
AUTHORIZING THE BOARD OF DIRECTORS TO EXECUTE THE DISTRICT'S
EMPLOYMENT AGREEMENT WITH WILDFIRE MITIGATION SPECIALIST JOSPEH
DOHERTY**

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

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

WHEREAS, the Board of Directors finds the salary and benefits for the Wildfire Mitigation Specialist Joseph Doherty, 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, BE IT PROCLAIMED that 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 of the Novato Fire Protection District, at a meeting held on this 6th day of November 2024, by the following vote:

AYES: *Davis, Goines, Hadfield, Francisco, Silverman*

NOES: *None*

ABSENT: *None*


Board President Lj Silverman

Attest:

Clerk of the Board, Jennifer Crayne



Employment Agreement

Between

Novato Fire Protection District

And

Wildfire Mitigation Specialist

Joseph Doherty

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Article V: Driver's License Requirements

Article VI: Existing District Personnel Rules, Policies and Procedures

Article VII: Additional Provisions

Employment Agreement

This Agreement is entered into by and between the NOVATO FIRE PROTECTION DISTRICT (“District”) and Wildfire Mitigation Specialist Joe Doherty. This employment agreement will be in effect November 1, 2024 through October 31, 2026. If either party chooses to terminate employment, the employment agreement will be discontinued.

ARTICLE I - FULL UNDERSTANDING AND AGREEMENT

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

ARTICLE II – AT WILL EMPLOYMENT

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

ARTICLE III – PAY RATE

The Wildfire Mitigation Specialist’s pay shall be as follows, effective November 1, 2024:

Position	Pay Rate
Wildfire Mitigation Specialist Effective 11/1/2024	Not to exceed \$43,536.00 annually

Marin Wildfire Prevention Authority Annual Cost of Living Adjustment (COLA)

If the Marin Wildfire Prevention Authority (MWPA) continues to provide an annual COLA equal to the San Francisco Bay Area Consumer Price index (CPI) with an annual cap of 3%, then Wildfire Mitigation Specialist Doherty will receive an hourly base salary increase on November 1, 2025 equal to the annual COLA amount approved by MWPA.

Overtime

The Wildfire Mitigation Specialist may earn overtime when working more than 40 hours per week, in accordance with the Overtime Policy.

Disability – AFLAC Insurance

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

One-Time Uniform Allowance

The Wildfire Mitigation Specialist will receive a one-time, \$500 uniform allowance to be paid on the November 30, 2024 payroll.

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 shall accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked, in accordance with State law.
2. Sick leave will be accrued to a maximum of 40 hours annually, and may be carried over to the following year, with a maximum total accrual of 80 hours.
3. Any sick leave accrued by the Wildfire Mitigation Specialist shall not be cashed out upon separation from employment.

B. Floating Holiday

The Wildfire Mitigation Specialist will receive one (1) floating holiday per calendar year. Any floating holiday not used in the calendar year may not be carried over to the next year.

ARTICLE V – DRIVER LICENSE REQUIREMENTS

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

ARTICLE VI- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

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

ARTICLE 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.

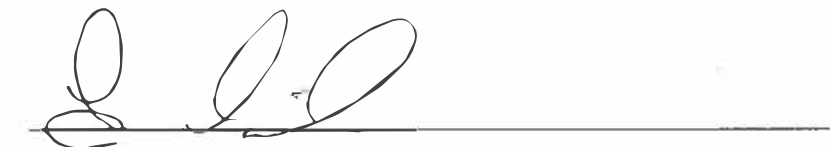
I hereby accept all terms and conditions of the above Employment Agreement.



Wildfire Mitigation Specialist Joseph Doherty

11/6/24
Date

Accepted by the Novato Fire Protection District



Board President on behalf of the Novato Fire Protection District

11/6/2024
Date