

RESOLUTION NO. 20-15

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF FIRST
AMENDMENT TO LOS ALTOS HILLS COUNTY FIRE DISTRICT GENERAL
MANAGER EMPLOYMENT AGREEMENT BETWEEN THE LOS ALTOS HILLS
COUNTY FIRE DISTRICT AND JO ANNE LOGAN**

WHEREAS, the Los Altos Hills County Fire District (“District”) and its Board of Commissioners (“District Board”) hired Jo Anne Logan (“Logan”) on October 1, 2018, to be its first General Manger through that certain Agreement titled Los Altos Hills County Fire District General Manager Employment Agreement dated October 1, 2018 (“Agreement”) to assist with the District’s mission to prevent fires through prevention and education programs, and to provide personal emergency preparedness programs; and

WHEREAS, the District Board engaged Marcie Scott of Municipal Resource Group as a human resources consultant to facilitate the performance review of Logan; and

WHEREAS, the District Board conducted the Public Employee Performance Evaluation of Logan at a publicly noticed District meeting on March 17, 2020; and

WHEREAS, the District Board has been very pleased with Logan’s service and leadership; and

WHEREAS, the term of the Agreement expires on June 30, 2020; and

WHEREAS, District Board wishes to extend the term of the Agreement; and

WHEREAS, Logan is agreeable to extending the term of the Agreement to December 31, 2020; and

WHEREAS, Logan’s compensation has not been increased since she was hired as General Manager more than a year and half ago; and

WHEREAS, the District Board desires to compensate its employees fairly for the work they perform; and

WHEREAS, the District Board has determined that based on Logan’s outstanding performance as General Manger and the necessity to retain senior leadership during the Covid-19 crises it is appropriate to increase Logan’s annual salary to One Hundred Three Thousand Five Hundred Fifty Dollars (\$103,550) effective May, 1, 2020; and

WHEREAS, the District Board wishes to provide a stipend to Logan to cover Logan's cell phone plan, home office supplies, such as paper, ink, and usage of personal laptop; and

WHEREAS, the District Board now desires to extend the term of the Agreement, increase Logan's salary and provide Logan with a stipend for certain supplies and office equipment as set forth in the proposed First Amendment to Los Altos Hills County Fire District Employment Agreement between the Los Altos Hills County Fire District and Jo Anne Logan ("First Amendment") which is attached hereto as Exhibit 1; and

WHEREAS, the District has read and considered that First Amendment which is attached hereto as Exhibit 1.

NOW, THEREFORE, the District Board does **RESOLVE** as follows:

1. Public interest and convenience require the District to enter into the First Amendment described above and attached hereto as Exhibit 1.
2. The District hereby approves the First Amendment and the District Board President is hereby authorized on behalf of the District to execute the First Amendment attached hereto.

PASSED AND ADOPTED this 21st day of April, 2020.

By: _____
Mark Warren, Board President

ATTEST:

District Clerk

Exhibit 1

FIRST AMENDMENT TO LOS ALTOS HILLS COUNTY FIRE DISTRICT GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT AND JO ANNE LOGAN

The LOS ALTOS HILLS COUNTY FIRE DISTRICT (“District”) and JO ANNE LOGAN (“Logan”) (“collectively Parties”) have previously entered into that certain Los Altos Hills County Fire District General Manager Employment Agreement dated October 1, 2018, (“Agreement”) whereby Logan was employed as the General Manger for the District. The parties Agree to modify and amend the Agreement as set forth below (“First Amendment”):

1. Paragraph 2 of the Agreement is amended to extend the Expiration Date to December 31, 2020.
2. Paragraph 3.2 of the Agreement is amended to increase Logan’s annual salary on May 1, 2020, from Ninety-Five Thousand (\$95,000) to One Hundred Three Thousand Five Hundred and Fifty Dollars (\$103,550) (“Salary”). The Salary is payable on the same terms as set forth in Paragraph 3.2 of the Agreement.
3. Paragraph 3.3 is amended to delete the existing text in its entirety and is replaced with “Beginning May 1, 2020, for each pay period Logan shall be paid a technology stipend of Sixty-Two Dollars and Fifty Cents (\$62.50) to cover Logan’s cell phone plan, home office supplies, such as paper, ink, and usage of personal laptop.”
4. The terms and provisions set forth in this First Amendment shall be effective upon approval of the First Amendment by the District Board at a regularly scheduled District Board meeting and the execution of the First Amendment by both Parties.
5. The Parties acknowledge that they have been or have had a right to be represented by counsel of their own choice regarding this First Amendment and they have fully read and fully understand and voluntarily accept the terms of this First Amendment.
6. This First Amendment has been negotiated by the Parties and shall not be deemed to have been drafted by either party. /

//

//

//

//

//

//

7. Except as modified herein, all of the remaining terms and provisions of the Agreement shall remain in effect. If any conflicts exist between the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the dates written below.

ATTEST:

District Clerk

Mark Warren
District Board President
Date: _____

/s/
Jo Anne Logan
Date: _____