

FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTING SERVICES
FOR TECHNICAL SERVICES BETWEEN LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND VICTORIA BEBEE

This is the First Amendment to the Independent Contractor Agreement for Consulting Services for Technical Services ("Independent Contractor Agreement") dated June 17, 2020, between the Los Altos Hills County Fire Protection District and Victoria Bebee (collectively, "the Parties").

For the District's benefit, the Board of Commissioners desires to extend the Independent Contractor Agreement; revise the scope of services to include enhanced services, increased community outreach, education, and organization of the District's Los Altos Hills Community Emergency Response Team (LAH CERT) and volunteer initiatives; and to increase the hourly consulting rate of pay by ten dollars per hour due to the increased scope of services.

THEREFORE, the Parties hereby agree to this First Amendment as set forth below.

1. Paragraph 1 of the Independent Contractor Agreement is amended to replace December 2020 with December 2021, thereby extending the term of the Independent Contractor Agreement to December 31, 2021, unless terminated earlier.
2. Exhibit A to the Independent Contractor Agreement shall be deleted in its entirety and replaced by Exhibit A attached to this First Amendment. Upon the effective date of this Agreement, all references in the Agreement to Exhibit A shall be to the Exhibit A attached to this First Amendment.
3. Exhibit B to the Independent Contractor Agreement shall be deleted in its entirety and replaced by Exhibit B attached to this First Amendment. Upon the effective date of this Agreement, all references in the Agreement to Exhibit B shall be to the Exhibit B attached to this First Amendment.
4. The terms and provisions in this First Amendment shall be effective upon approval of the First Amendment by the District Board of Commissioners at a regularly scheduled Board of Commissioners 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 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 in this First Amendment, all remaining terms of the Agreement dated June 17, 2020 shall remain in effect. If any conflicts exist between the Agreement and First Amendment, the terms of this First Amendment shall govern.

INTENDING TO BE BOUND HEREBY, the Parties have executed this First Amendment on the dates written below.

LOS ALTOS COUNTY FIRE DISTRICT:

VICTORIA BEBEE (CONTRACTOR)

By: _____
Mark Warren Date
President, Board of Commissioners

/S/
Victoria Bebee Date

ATTEST:

District Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
/S/
Rob Coelho Date
Assistant County Counsel

EXHIBIT A

SCOPE OF CONSULTING SERVICES - INDEPENDENT CONSULTANT FOR TECHNICAL SERVICES LOS ALTOS HILLS COUNTY FIRE DISTRICT

Bebee shall provide technical consulting services as follows:

1. Apply analytical, organizational, outreach, and communication skills to support District LAH CERT Team and Regional Emergency Preparedness efforts and develop processes and collateral materials for current District LAH CERT programs, those programs under development, and administrative activities to support the ESM. Examples include:
 - a. Host weekly LAH CERT supervisor and volunteer team meetings to organize, expand, refresh, train, inform, and develop a LAH CERT and volunteer membership that will respond in time of crisis and emergency;
 - b. Develop a regional perspective for the LAH CERT Team to integrate activities with surrounding CERT groups, including LAH Town committees, City of Los Altos CERTs; and connectivity to Woodside CERTs and team leaders, and other agencies;
 - c. Attend monthly LAH Town ECC Committee meetings, give LAHCFD Reports, and provide support to the ECC efforts to foster emergency communications, training, and recruitment of volunteers;
 - d. Interact with SCCFD personnel and Foothill College Administration to foster communications and services to strengthen emergency readiness activities related to the District ARK and emergency supply containers, communication HAM, and wi-fi systems;
 - e. Formulate descriptions, flyers, and postings for the District website of upcoming District LAH CERT projects, current events, public announcements, links to information and agencies regarding emergencies and emergency preparedness;
 - f. Review and refresh the District LAH CERT and Emergency Preparedness pages; coordinate with staff to post content, check links, and coordinate updates with the District Clerk and webmaster; recommend improvements to make the pages appealing, a source of information to the public, and to drive users to the website for emergency information and updates on District CERT and safety programs;
 - g. Support outreach and education to residents and the public regarding the LAH CERT Program and Emergency Preparedness education and outreach activities;
 - h. Provide public outreach communications; develop and distribute public relations materials in coordination with District Team; examples include:
 - i. Prepare District displays on emergency preparedness, earthquake readiness, and District fire prevention and protection programs at local events such as the Farmers' Market, Fun Runs, Town activities, and community events;
 - ii. Provide instruction and presentations to the public on CERT and emergency preparedness topics via telephone and/or video conference meetings and other methods of public outreach.

2. Provide support to District Team to enable greater progress and community input and outreach associated with deliverables of the 2015-2020 Strategic Plan and development of the successor Strategic Plan;
3. Provide support to the District Team for CERT equipment, supplies, and inventory of ARK and emergency containers;
4. Provide independent support to Commission and District Team on mutually agreed upon projects.

EXHIBIT B

COMPENSATION OF INDEPENDENT CONSULTANT FOR TECHNICAL SERVICES LOS ALTOS HILLS COUNTY FIRE DISTRICT

Professional Compensation. Bebee's compensation for Services set out in Exhibit A to the First Amendment attached hereto shall be fifty-five dollars (\$55.00) per hour and generally will not exceed twenty (20) hours per week. Hours worked over twenty (20) hours per week must receive prior written approval from the General Manager. Bebee will invoice the district and the invoice shall record projects and assignments; dates and time spent performing work within the Scope of Consulting Services as an independent consultant for technical services. Bebee shall submit the invoice on the 15th and last day of each month to the General Manager.

No adjustment to these compensation terms shall occur unless the adjustment occurs in a written amendment to the Agreement executed by Bebee and a representative of the District Board, following a majority vote of the District Board.