

**FIFTH AMENDMENT TO
LOS ALTOS HILLS COUNTY FIRE DISTRICT
GENERAL MANAGER EMPLOYMENT AGREEMENT
WITH JO ANNE LOGAN**

This is the Fifth Amendment to the General Manager Employment Agreement (“Agreement”) between the Los Altos Hills County Fire Protection District and Jo Anne Logan (collectively, “the Parties”), dated October 1, 2018.

On April 1, 2020, the District approved the First Amendment to the Agreement, extending the expiration date to December 31, 2020 (Paragraph 2), increasing Logan’s annual salary (Paragraph 3.2), and providing Logan with a technology stipend for each pay period (Paragraph 3.3).

On November 17, 2020, the District approved the Second Amendment to the Agreement, extending the term of the Agreement to December 31, 2021 (Paragraph 2); updating Logan’s work requirements from half- time employment (a minimum of 20 hours per week) to full-time employment (a minimum of 40 hours per week) (Paragraph 3.1); adjusting pro-rata Logan’s annual salary to reflect the doubling of Logan’s minimum work requirements (Paragraph 3.2); providing for three weeks of paid vacation accruing over the extended term of the Agreement (Paragraph 3.7.1); updating the timing and scope for Logan’s performance evaluation (Paragraph 4); and updating notice provisions to reflect the identity and contact information of the District’s legal counsel (Paragraph 13).

On November 16, 2021 the District approved the Third Amendment to the Agreement, extending the term of the Agreement to December 31, 2022 (Paragraph 2); increased Logan’s annual salary by 3% from \$207,100 to \$213,313 (Paragraph 3.2); provided for three weeks of paid vacation accruing over the extended one-year term of the Agreement (Paragraph 3.7.1); and updated the timing for Logan’s performance evaluation (Paragraph 4).

On November 15, 2022, the District approved the Fourth Amendment to the Agreement, extending the term of the Agreement to December 31, 2023 (Paragraph 2); increased Logan’s annual salary by 5.5% from \$213,313 to \$224,000 (paragraph 3.2); extended the holiday and leave benefit (paragraph 3.7.1) and updated the timing for Logan’s performance evaluation (Paragraph 4).

Based on the Board of Commissioners’ desire to further extend the Agreement, the Parties agree that it is in the District’s best interest to execute this Fifth Amendment to the Agreement.

Through this Fifth Amendment, the Parties intend to extend the term of the Agreement to December 31, 2024 (Paragraph 2); increase Logan’s annual salary by 16% from \$224,000 to \$260,000 (Paragraph 3.2); provide a Vehicle Stipend (Paragraph 3.5) and update the timing for Logan’s performance evaluation (Paragraph 4).

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

1. **Paragraph 1** and **Exhibit A** of the Agreement are amended to replace Exhibit A (General Manager Job Description) with the revised General Manager Job Description, attached hereto and incorporated herein as Exhibit A-1.
2. **Paragraph 2** of the Agreement is amended to extend the Expiration Date to December 31, 2024.
3. **Paragraph 3.2** of the Agreement is amended to delete only the first sentence after Salary and to replace that first sentence with the following text:
 - a. Salary. Beginning January 1, 2024, the District shall pay Logan a salary of two hundred sixty thousand dollars (\$260,000) per year (“Salary”), less required withholdings.
4. **Paragraph 3.5** of the Agreement, Mileage Reimbursement, is deleted and replaced with the following text:
 - a. Vehicle Stipend Logan is required to maintain a valid California Driver’s License and have an automobile available at all times to perform the duties of the position. To reimburse Logan for this automobile requirement, Logan shall be provided a monthly automobile stipend of two-hundred-fifty dollars (\$250). This stipend covers all work-related use of Logan’s automobile within the geographical boundaries of Santa Clara County. It is understood that this is a reasonable approximation of the usual and regular costs associated with the use and maintenance of Logan’s automobile for work and that actual costs may exceed the stipend. Logan shall not submit for reimbursement costs associated with the maintenance and use of Logan’s automobile within Santa Clara County over and above the amount provided for in this stipend. Costs associated with use of Logan’s automobile include but are not limited to: gas, maintenance, registration, insurance and car rentals in the event that Logan’s automobile is not operable.
5. **Paragraph 4** of the Agreement is amended to delete only the first sentence after Evaluations and to replace that first sentence with the following text:
 - a. Evaluations. The District’s Board of Commissioners shall evaluate Logan’s performance at least once between January 2024 and June 2024.
6. The terms and provisions in this Fifth Amendment shall be effective upon approval of the Fifth Amendment by the District Board of Commissioners at a regularly scheduled Board of Commissioners meeting and the execution of the Fifth Amendment by both Parties.
7. The Parties acknowledge that they have been, or have had a right to be, represented by counsel of their own choice regarding this Fifth Amendment and they have fully read and understand and voluntarily accept the terms of this Fifth Amendment.

8. This Fifth Amendment has been negotiated by the Parties and shall not be deemed to have been drafted by either party.

Except as modified in this Fifth Amendment, all remaining terms of the Agreement and its amendments remain in effect. If any conflict exists between the Agreement (including prior amendments) and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

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

LOS ALTOS HILLS COUNTY FIRE DISTRICT: Jo Anne Logan

By: [REDACTED] 11/28/23
Roger Spreen Date
President
Board of Commissioners

[REDACTED] 11/28/23
Jo Anne Logan Date
General Manager

ATTEST:

[REDACTED]

District Clerk

APPROVED AS TO FORM AND LEGALITY:

By: [REDACTED] 11/22/2023
Aaron Forbath Date
Deputy County Counsel

Exhibits Attached:
(A-1) General Manager revised job description

Exhibit A-1

General Manager

Los Altos Hills County Fire District

Title

General Manager of the Los Altos Hills County Fire District (“GM”)

General Supervision and Duties

The General Manager oversees all administrative, financial, organizational and operational functions, develops strategies for short and long term planning and development, finance and operations, and manages staff and consultants, subject to the direction and control of the LAHCFD Board of Commissioners (“Board”). The Board shall provide the GM with general strategic direction at its monthly meetings.

The Board President shall serve as the direct supervisor of the GM, and will be responsible for tactical direction and providing ongoing performance feedback. An annual performance review shall be administrated by the Board President after consultation with the Board on feedback to include in the performance review. The performance review will include written comments from the Board.

Specific Duties

1. Day to Day Operations.

- a. Oversee the implementation and compliance of the Fire and Emergency Medical Services Agreement Between City of Los Altos and Los Altos Hills County Fire District and Santa Clara County Central Fire Protection District and related Memorandums of Agreement on behalf of the LAHCFD.
- b. Manage/oversee all LAHCFD operations, projects, activities, and services.
- c. Establish priorities for activities, and ensure proper allocation of personnel and other resources.
- d. Oversee CERT organization in both ongoing operations and strategic growth, in coordination with the Santa Clara County Central Fire Protection District, Santa Clara County Office of Emergency Services, and the Emergency Services Manager.
- e. Manage capital projects for the LAHCFD by working with the Board, staff, legal counsel and Consultants to define Requests for Proposals, locate and assess relevant vendors, oversee vendor selection, contract execution and compliance, and budget development.
- f. Monitor and oversee District programs and projects through completion by ensuring continued compliance with the contract requirements, resolution of issues that may arise and provide the Board with progress reports.

2. Personnel

- a. Provide recommendations to the Board on internal organizational structures, staff/contractor assignments, and service levels needed to achieve the LAHCFD’s operational goals.
- b. Provide recommendations to the Board on training, supervision, and evaluation of all ongoing staff/contractors.

- c. Oversee implementation and compliance of all staff and contractor agreements, including conformance with insurance requirements.

3. Fiscal integrity

- a. Oversee the annual process of achieving an approved budget.
- b. Manage, allocate, and monitor LAHCFD resources and expenditures within the approved budget, and present suggested modifications.
- c. Oversee the preparation and communication of monthly financial reports that accurately reflect expenditures, the financial condition of the District, and the individual financial status of individual projects.

4. Board Support

- a. Oversee necessary preparation for Board and subcommittee meetings including timely preparation, posting, and/or distributing the necessary documentation, including, but not limited to notices, agendas, and reports and recording of meetings. Ensure attendance of required representatives and stakeholders for relevant hearings.
- b. After Board and subcommittee meetings follow up with the Board on meeting items as directed.
- c. Present and oversee recurring reports to the Board on status of all ongoing projects and manage compliance with related contracts, including, but not limited to insurance requirements.
- d. Oversee existing and planned initiatives resulting from the LAHCFD's Strategic Plan, including organizational, documentation, and service aspects with a long term focus.

5. Partner Interface

- a. Interface with all relevant employees of Santa Clara County Central Fire Protection District to ensure expected levels of ongoing service to LAHCFD residents, and to resolve issues that arise.
- b. Interface with County Board of Supervisors and LAHCFD Attorney to ensure proper District compliance in all matters of governance, including, but not limited to Form 700 filing requirements.
- c. Interface with Town of Los Altos Hills in coordinating all overlapping responsibilities for emergency services.
- d. Support relationships with regional partners and service providers to work collaboratively on local and regional initiatives and programs.

6. Public Communication

- a. Meet with members of the public on matters of relevance to the District and oversee staff communications and responses to the public and regional partners.
- b. Oversee work with LAHCFD Web Consultant to update and continue development of the LAHCFD website.
- c. Represent the District before a wide array of stakeholders, including residents, County Board of Supervisors and County staff, Fire officials, Los Altos Hills Town officials, emergency services providers, and the media.
- d. Attend official functions and meetings to represent the LAHCFD.
- e. Oversee facilitation and coordination of public outreach events to educate residents about fire safety and related LAHCFD programs.

Created: March 2018

Revision Approved: November 2023