

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
LOS ALTOS HILLS COUNTY FIRE DISTRICT AUTHORIZING EXECUTION OF  
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") finds it is in the best interest of the District to hire an employee 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 has determined that to best suit the needs of the District it should create the new position of general manager; and

**WHEREAS**, the District General Manager Subcommittee worked to create a job description for the role of general manager, which is attached as Exhibit A to the Los Altos Hills County Fire District General Manager Agreement ("Agreement"); and

**WHEREAS**, the District conducted public outreach and advertised for the new position of general manager; and

**WHEREAS**, on February 5, 2018, the District Board held a Closed Session to interview candidates; and

**WHEREAS**, the District Board found Jo Anne Logan ("Logan") to be the most qualified candidate; and

**WHEREAS**, to prepare for hiring an employee, the District retained outside counsel to conduct extensive research and determine whether the District is a member of California Public Employees' Retirement System ("CalPERS"); and

**WHEREAS**, the District's outside counsel, Isabel Safie of Best, Best & Krieger, determined that the District is not a member of CalPERS and confirmed her determination in a letter to the District Board dated, July 27, 2018, which is attached hereto as Exhibit 1; and

**WHEREAS**, the District General Manager Subcommittee, District counsel, outside counsel and Logan have negotiated the Agreement for Logan to be employed as a part-time, at-will, employee of the District, with terms and conditions that meet the needs of the District and Logan; and

**WHEREAS**, the District has read and considered that Agreement which is attached hereto as Exhibit 2.

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

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of September, 2018.

By: \_\_\_\_\_  
George Tyson, Board President

ATTEST:

\_\_\_\_\_  
District Clerk

# Exhibit 1



## **BEST BEST & KRIEGER LLP** **ATTORNEYS AT LAW**

Indian Wells  
(760) 568-2611

Irvine  
(949) 263-2600

Los Angeles  
(213) 617-8100

Manhattan Beach  
(310) 643-8448

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502  
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**Isabel Cesanto Safie**  
(951) 826-8309  
[isabel.safie@bbklaw.com](mailto:isabel.safie@bbklaw.com)

July 27, 2018

Members of the Board of Directors  
Los Altos Hills County Fire District  
P.O. Box 1766  
Los Altos, CA 94023-1766

Re: CalPERS Determination

Members of the Board of Directors:

On July 12, 2018, I received an e-mail from Andy Nguyen, Assistant Division Chief of the CalPERS unit (Pension Contract Unit) that determines public agency eligibility to participate in CalPERS, concluding that Los Altos Hills County Fire District ("District") is not subject to the Public Employees' Retirement Law ("PERL"), including the retiree employment rules that would restrict the employment of CalPERS retirees. A copy of this e-mail is enclosed for your records.

This determination means that the District may proceed to hire any candidate it deems qualified to fill any position within the District, including the General Manager position, irrespective of their retired status. This includes the ability to hire a CalPERS retired annuitant without the requirement that the candidate reinstate from retirement and without the application of the limitations on hours, benefits or pay found under Government Code sections 7522.56 and 21220 et. seq.

Although the determination was issued in the form on an e-mail rather than on CalPERS letterhead, the District can and should rely on this determination as it is binding on CalPERS.

Sincerely,

A handwritten signature in black ink that reads 'Isabel C. Safie'.

Isabel C. Safie  
of BEST BEST & KRIEGER LLP

Enclosure

## Isabel Safie

---

**From:** Nguyen, Andy <Andy.Nguyen@calpers.ca.gov>  
**Sent:** Thursday, July 12, 2018 9:52 AM  
**To:** Isabel Safie  
**Cc:** Dan K. Siegel (dks@jsmf.com); Briana Noreen  
**Subject:** RE: Independent Status Determination for Los Altos Hills County Fire District

Hi Isabel,

CalPERS has determined that the Los Altos Hills County Fire District (District) is a separate legal entity from any CalPERS contracting entity and that it does not contract with CalPERS. The District would not be subject to the post retirement employment restrictions outlined in the Public Employees' Retirement Law (PERL).

Please let me know if you have additional questions or I can be of further assistance.

Regards,

Andy Nguyen  
Assistant Division Chief  
Pension Contract Management Services  
California Public Employees' Retirement System  
Direct: (916) 795-7702 | Cell: (916) 524-9095

**From:** Isabel Safie [<mailto:isabel.safie@bbklaw.com>]  
**Sent:** Wednesday, June 20, 2018 4:23 PM  
**To:** Nguyen, Andy <Andy.Nguyen@calpers.ca.gov>  
**Cc:** Dan K. Siegel (dks@jsmf.com) <dks@jsmf.com>; Briana Noreen <[Briana.Noreen@bbklaw.com](mailto:Briana.Noreen@bbklaw.com)>  
**Subject:** Independent Status Determination for Los Altos Hills County Fire District

Andy,

As you'll recall, on May 8th, you, Jennifer Rocco and I had a conversation regarding a then unnamed client of mine that was interested in obtaining a determination from CalPERS on whether it is subject to the Public Employees' Retirement Law ("PERL"). This determination is of particular importance to my client as it's governing board is considering hiring a CalPERS retired annuitant as a part-time general manager – a position that they have not needed for quite some time.

The client is the Los Altos Hills County Fire District. I have conducted a thorough review of the District and am absolutely confident that the District is a separate and independent agency that does not currently have its own retirement contract with CalPERS. As such, I have concluded (and shared with the District) that the District is not subject to the PERL and, therefore, will not be subject to the retiree employment limitations if it decides to hire the CalPERS retired annuitant as its part-time general manager.

However, I know that on a matter such as this, the ultimate determination lies with CalPERS. As such, I am providing you with a cover letter with my analysis along with a number of documents relevant to this analysis for your review and consideration.


When we last spoke, you graciously offered to complete your review within a two week period after receipt of the attached. While I would appreciate a quick turnaround, particularly as it took me longer than anticipated to get this to

you, I do not want to rush your judgement. As such, should you need further information or should you find yourself disagreeing with my conclusion, I respectfully ask that you give me the opportunity to provide you with further information or clarification in support of my conclusion.

As always, I thank you for your assistance.

Best regards,



**Isabel Safie**  
Partner  
[isabel.safie@bbklaw.com](mailto:isabel.safie@bbklaw.com)  
T: (951) 826-8309 C: (909) 641-1330  
[www.BBKlaw.com](http://www.BBKlaw.com) 

This email and any files or attachments transmitted with it may contain privileged or otherwise confidential information. If you are not the intended recipient, or believe that you may have received this communication in error, please advise the sender via reply email and immediately delete the email you received.

## **Exhibit 2**

### **LOS ALTOS HILLS COUNTY FIRE DISTRICT GENERAL MANAGER EMPLOYMENT AGREEMENT**

This Agreement for employment of a General Manager ("Agreement") is made and entered into effective the first day of October 2018, by and between the Los Altos Hills County Fire District ("District") and Jo Anne Logan ("Logan") (collectively "Parties").

#### **RECITALS**

WHEREAS, the District and its Board of Commissioners ("District Board") finds it is in the best interest of the District to hire an employee to assist with the District's mission to prevent fires through prevention and education programs, and to provide personal emergency preparedness programs; and

WHEREAS, general manager is a new position for the District; and

WHEREAS, the District Board finds the position of general manager as described in the general manager job description attached hereto as Exhibit A ("General Manager") best suits the needs of the District; and

WHEREAS, on February 5, 2018, the District Board held a Closed Session to interview candidates for the position of General Manager of the District; and

WHEREAS, the District Board found Logan to be the most qualified candidate for the position of General Manager; and

WHEREAS, the District by its District Board desires to hire Logan to the position of General Manager of the District; and

WHEREAS, Logan desires to accept employment as General Manager of the District under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the Parties agree as follows:

1. Employment and Duties. The District by its District Board hereby employs Logan to serve as the General Manager effective October 1, 2018, and Logan, hereby accepts such employment as General Manager. Logan's employment shall be as an At-Will employee. Logan shall perform the duties and obligations and exercise authority as stated in the General Manager Job Description, attached hereto as Exhibit A, and as may be assigned or amended by the District Board from time to time.

The District and Logan understand that Logan is a licensed attorney under the laws of the State of California and agree that Logan is not serving as an attorney or legal counsel

for the District when performing the duties of the General Manager of the District or when otherwise acting in the course and scope of employment for the District.

2. Term. The term of this Agreement shall commence on October 1, 2018, and shall continue until June 30, 2020, ("Expiration Date"), unless earlier terminated in accordance with provisions in this Agreement. Upon written approval of both Parties, this term may be extended. If the District intends to terminate this Agreement on the Expiration Date, it shall provide at least thirty (30) days prior written notice to Logan of such intent.

3. Hours, Salary and Benefits.

3.1 Hours. Logan's normal work schedule shall be Twenty (20) hours per week. Hours worked each week will include hours on site and hours off site. Weekly schedule of hours will be flexible to allow work weeks greater than Twenty (20) hours for project demands and work weeks with less or no hours worked to allow for time off for Logan conditioned upon approval of the District Board President. The General Manager classification shall be deemed an exempt position under the Fair Labor Standards Act.

3.2 Salary. The District shall pay Logan a salary of Ninety-Five Thousand Dollars (\$95,000) per year ("Salary"). The Salary shall be payable in equal installments twice during each calendar month. The District Board may review and may increase the Salary from time to time in the sole discretion of and as approved by the District Board. The Salary shall be prorated on a daily basis for the first and last months during which Logan is employed as General Manager. The District will pay for professional development classes and conferences and associated expenditures incurred by Logan that have been approved in advance by the District Board President.

3.3 Office. During the first week of Logan's employment, the District shall work with Logan to set up her office at the El Monte Fire Station. It is the expectation of the District and Logan that the office set-up shall be substantially complete within one week of the effective date of this Agreement. The office shall be equipped by the District with standard equipment and technological support reasonably necessary to perform the duties of the position and set up by the District in a manner expected to meet the needs of a General Manager of the District. Such equipment and support may include, but is not limited to, office supplies, laptop and/or desktop computer, devices for phone communication and IT support.

3.4 Insurance. As required by law, prior to the effective date of this Agreement the District shall obtain Workers Compensation insurance to cover the employment of Logan. Logan will also be covered as an employee under the District's general liability insurance.

3.5 Mileage Reimbursement and Vehicle Insurance. The General Manager Job Description requires Logan to attend to District business both inside and outside of the District. In lieu of a vehicle provided and maintained by the District, District shall reimburse Logan at the I.R.S. reimbursement rate, which may, from time to time, be adjusted by the I.R.S. Logan shall submit the mileage reimbursement request to the



District Board President, for review and approval, within sixty (60) days of the mileage being driven. All amounts approved and authorized for reimbursement by the District Board President shall be paid to Logan within sixty (60) days of submission. Logan shall be solely responsible for obtaining and paying for her automobile insurance.

3.6 Retirement and other Benefits. The District shall pay the employer's portion of Social Security, SDI, and unemployment. Deductions shall be made from Logan's paycheck for standard employee deductions required by law. The District is not providing any other benefits, including, but not limited to retirement benefits or health insurance benefits to Logan. Logan is responsible for procuring and paying for any health care, retirement or other benefits outside of Logan's employment with the District. The District does not have a contract with or otherwise participate as an employer under the California Public Employees' Retirement System (CalPERS). If at any time the District decides to contract with or otherwise participate in CalPERS for the provision of retirement/pension benefits to District employees, the District Board agrees to provide Logan with at least 30 (thirty) days' notice of any such decision.

3.7 Paid Time Off.

3.7.1 Holiday Leave and Vacation Leave. Logan shall not receive paid holidays or paid vacation leave.

3.7.2 Sick Leave. Logan is entitled by State Law to twenty-four (24) hours of paid sick leave upon completion of Logan's one-hundred twentieth (120<sup>th</sup>) calendar day of employment, or as otherwise required by law. Thereafter, Logan will be provided twenty-four (24) hours of paid sick leave at the beginning of each year of employment.

4. Evaluations. The District Board shall evaluate Logan's performance at least once during the term of this Agreement. The District Board and Logan will develop an evaluation process within the first six (6) months of Logan's employment. As part of the evaluation process, the District Board, in consultation with Logan, shall define such goals and performance objectives that they determine to be necessary for the proper operation of the District and shall further establish a relative priority among the various goals and objectives that will apply to evaluate Logan's performance; and the District Board shall provide to Logan by December 1, 2018, in writing such goals and performance objectives and their relative priority.

5. Termination of Services.

5.1 Logan or the District may terminate this Agreement for any reason prior to the Expiration Date by providing Notice to the other party in accordance with Paragraph 13 of this Agreement. The Agreement shall terminate thirty (30) days after the Notice is sent ("Termination Date").

5.2 Logan shall not be entitled to any additional compensation or payment, including severance after the Termination Date.



5.3 Logan shall be entitled to accrued Salary, and all other accrued and unused benefits, if any, and expense reimbursement as provided in Section 3 of this Agreement through and until the Termination Date.

5.4 Prior to the Termination Date, Logan shall surrender to the District any District property in her possession.

6. Compliance with Law. During her employment, Logan will comply with all applicable ordinances, resolutions, statutes, rules and regulations of the District, and any applicable federal, state or local governmental agency laws or regulations having jurisdiction in effect at the time.

7. Non-Disclosure of Confidential Information Logan, in the course of her duties, may develop and/or have access to financial, accounting, statistical and personal information, including but not limited to information in personnel files, of the District, its residents, employees, and/or volunteers, as well as attorney-client privileged communications and/or work-product (collectively, "Confidential Information"). Logan covenants that all Confidential Information, including, but not limited to data, documents, discussion, or other information developed and/or received by Logan or provided for performance of this Agreement shall not be disclosed by Logan to any member of the public unless required by law. If requests for Confidential Information are received, Logan shall consult with the District's attorney to determine whether or not the requested information is required to be disclosed. Upon request, all District data in Logan's possession shall be returned to the District upon the termination of this Agreement. This Section shall survive the termination of this Agreement.

8. Abuse of Office or Position; Administrative Leave with Pay. If the District Board is investigating Logan for abuse of office or position, as defined below, it may suspend Logan with full pay and benefits at any time during the term of this Agreement. If Logan is convicted of a crime involving such abuse and if Logan is provided with pay while on leave pending an investigation, Logan shall be required to fully reimburse the District such amounts paid. For purposes of this paragraph, abuse of office or position, as defined in Government Code §53243.4, means either an abuse of public authority including waste, fraud and violation of the law under color of authority or a crime against public justice. In addition, if this Agreement is terminated and Logan is later convicted of a crime involving an abuse of office or position, any cash settlement related to termination of this Agreement shall be fully reimbursed by Logan.

9. Indemnification. Consistent with the California Government Code, District shall defend, hold harmless, and indemnify Logan using legal counsel of District's choosing, against expense or legal liability for acts or omissions by Logan occurring within the course and scope of Logan's employment under this Agreement.

10. Conflict of Interest. Logan represents that she presently does not have and agrees that she will not acquire any direct or indirect financial interests that would conflict with her performance of this Agreement.

11. Documents. All documents provided to Logan by the District and all reports and supporting data prepared by Logan for the District are the sole property of the District and shall be delivered to the District upon termination of this Agreement or at the District's written request.

12. Mediation. The Parties agree that mediation is the preferred resolution to any dispute. Both Parties shall endeavor to select and agree upon a mediator in a good-faith, timely manner. If they are unable to do so, the mediator shall be chosen by a blind drawing. Logan is responsible for her share of mediator fees up to, but not exceeding, seven thousand dollars (\$7,000). Any mediation fees in excess of seven thousand dollars (\$7,000) per Party will be borne by the District. The Parties will bear the cost of its/her own attorneys, witnesses and other expenses relating to the mediation.

13. Notices. Notices to Logan pursuant to this Agreement shall be given by deposit in the United States mail, postage prepaid, addressed as follows:

J. Logan.  
230 California Ave., Suite 207  
Palo Alto, CA 94306

or such other address as Logan may list with District from time to time. Alternatively, notices to Logan required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or two days after the date of deposit of such written notice in the United States mail.

Notices to District shall be personally delivered to the District Board President, with a copy to the District Counsel at its business address as follows:

Dan K. Siegel, Esq.  
Jorgenson, Siegel, McClure & Flegel, LLP  
1100 Alma Street, Suite 210  
Menlo Park, CA 94025

14. Entire Agreement; Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, has been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. Any modification of this Agreement will be effective only if it is in writing and signed by both the District President, after obtaining District Board authorization, and Logan.

15. Effect of Waiver. No waiver, alteration or modification of any provision of this Agreement shall be binding unless it is in writing and signed by each of the Parties or its/her authorized representative.

16. Partial Invalidity. If any provision in this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

17. Right to Counsel. The Parties acknowledge that they have been or have had a right to be represented by counsel of their own choice with regard to this Agreement and they have fully read and fully understood and voluntarily accepted the terms of this Agreement.

18. Law. This Agreement shall be governed by the laws of the State of California and venue shall be Santa Clara County.

19. Negotiated Agreement. This Agreement has been negotiated by the Parties and shall not be deemed to have been drafted by either party.

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

ATTEST:

\_\_\_\_\_  
District Clerk

\_\_\_\_\_  
George Tyson  
District Board President  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Jo Anne Logan

Date: September 1, 2018

## Exhibit A

### **LAHCFD General Manager Position**

March 2018

#### **Title.**

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

#### **General Supervision and Duties.**

The GM holds a senior leadership position that shall provide general administrative and business management services to the Los Altos Hills County Fire District (“LAHCFD”), 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. Support CERT organization in both ongoing operations and strategic growth, in concert with the Santa Clara County Central Fire Protection District, Santa Clara County Office of Emergency Services, and the Emergency Services Coordinator.
- e. Manage capital projects for the LAHCFD by working with the Board and Consultants to define Requests for Proposals, locate and assess relevant vendors, oversee vendor selection, contract execution and compliance, and budget development.
- f. Monitor capital 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 all ongoing staff/contractors.
- c. Oversee implementation and compliance of all staff and contractor agreements, including conformance with insurance requirements.

**3. Fiscal integrity.**

- a. Lead the annual process of achieving an approved budget, working with the Finance Consultant and selected Commissioners.
- b. Manage, allocate, and monitor LAHCFD resources and expenditures within the approved budget, and present suggested modifications.
- c. Prepare and communicate monthly financial reports (working with Financial Consultant) that accurately reflect expenditures, the financial condition of the District, and the individual financial status of individual projects.

**4. Board Support.**

- a. Serve as operational point of contact for all LAHCFD issues, working closely with the Board President, Attorney, and LAHCFD Clerk.
- b. Coordinate necessary preparation for Board and subcommittee meetings by working with the District Clerk to timely prepare, post, and/or distribute the necessary documentation, including, but not limited to notices, agendas, and reports. Ensure attendance of required representatives and stakeholders for relevant hearings.
- c. During Board and subcommittee meetings work with LAHCFD Clerk to record the meetings and assist in the smooth operation of the meetings.
- d. After Board and subcommittee meetings follow up with the Board on meeting items as directed.
- e. Present recurring reports to the Board on status of all ongoing projects and manage compliance with related contracts, including, but not limited to insurance requirements.
- f. 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.

**6. Public Communication.**

- a. Act as the front-line public face and first point of contact for members of the public on behalf of the LAHCFD through handling calls, emails, and visits with residents concerning all matters of the LAHCFD.
- b. Work with LAHCFD Web Consultant to update and continue development of the LAHCFD website.
- c. Act as public representative of the LAHCFD before a wide array of stakeholders,

including residents, Fire officials, Los Altos Hills Town officials, emergency services providers, and the media.

- d. Attend official functions and meetings to represent the LAHCFD.
- e. Facilitate and coordinate public outreach events to educate residents about fire safety and related LAHCFD programs.