



Hidden Valley Lake Community Services District

Special Board Meeting

DATE: August 5, 2015
TIME: 5:30 p.m.
PLACE: Hidden Valley Lake CSD
Administration Office, Boardroom
19400 Hartmann Road
Hidden Valley Lake, CA

NOTE: Director Freeman
will be participating via
teleconference from
253 Osceola Notch Road,
Richmond, MA 01254

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA

- 5) CLOSED SESSION: G.C. 54954.5 Consider the Appointment or Employment of a Public Employee – Interim General Manager Position

- 6) DISCUSSION AND POSSIBLE ACTION: Approval of Interim General Manager Contract

- 7) PUBLIC COMMENT

- 8) BOARD MEMBER COMMENT

- 9) ADJOURNMENT

Public records are available upon request. Board Packets are posted on our website at www.hiddenvalleylakecsd.com. Click on the "Board Packet" link on the Agenda tab.

In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting please contact the District Office at 987-9201 at least 48 hours prior to the scheduled meeting.

Public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: August 5, 2015

AGENDA ITEM: DISCUSSION AND POSSIBLE ACTION: Approval of Interim General Manager contract

RECOMMENDATIONS:

Following Board discussion, approve Interim General Manager contract as drafted or with revisions

FINANCIAL IMPACT:

To be determined, pending negotiations with Interim General Manager candidate

BACKGROUND:

The District is seeking to retain an Interim General Manager prior to the departure of General Manager Roland Sanford on August 20, 2015.

APPROVED
AS RECOMMENDED

OTHER
(SEE BELOW)

Modification to recommendation and/or other actions:

I, Roland Sanford, Secretary to the Board, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular board meeting thereof held on (DATE) by the following vote:

Ayes:

Noes:

Abstain:

Absent

Secretary to the Board

DRAFT
**EMPLOYMENT CONTRACT FOR SERVICES AS INTERIM GENERAL
MANAGER OF HIDDEN VALLEY LAKE COMMUNITY SERVICES
DISTRICT**

This Employment Contract (herein "Contract") is made and entered into as of the _____ by and between HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT (hereinafter the "District"), a California special district, and MATTHEW BASSETT (hereinafter "Employee").

RECITALS

WHEREAS, District's Board of Directors (herein "Board") wishes to engage the services of Employee as the District Interim General Manager; and

WHEREAS, The Interim General Manager position is a temporary position; and

WHEREAS, Employee represents and warrants that he is qualified to perform such services; and

WHEREAS, Employee represents that he has read the functions, responsibilities and duties set forth in Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES.

A. District hereby agrees to employ Employee as District Interim General Manager, to serve at the pleasure of the Board. Employee shall perform the functions and duties specified in Exhibit "A," and such other legally permissible and further duties and functions as shall, from time to time, be assigned by the Board, or as required by law.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements. Without limiting the generality of the foregoing, Employee agrees to a work schedule as provided in Section 7 hereinafter, except as otherwise provided herein.

C. Employee's duties require that he be available to address time-sensitive matters of District business, and Employee agrees to reside within a distance from the District administrative offices that enables him to be on District premises within (1) one hour and (30) minutes during his employment as Interim General Manager.

SECTION 2. TERM.

A. This Contract shall be effective as of _____ and remain in effect until _____ unless extended, terminated as provided in this Section and/or until Employee is placed in a permanent position.

B. It is expressly understood that Employee, in his capacity as District Interim General Manager, is an at-will employee serving at the pleasure of the Board, subject to termination at any time, with or without cause, and with no right to any hearing, including any so-called Skelly hearing.

C. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee or the District to voluntarily terminate this Contract. Due to the sensitive nature of Employee's position and the difficulty of replacing Employee, Employee shall give thirty (30) days written notice prior to such termination to the Board.

D. In the event the District terminates Employee's employment with or without cause, the Employee shall be entitled to no severance pay, reimbursement or other payment. By executing this agreement Employee specifically and affirmatively waives any such claim.

SECTION 3. COMPENSATION; RELOCATION EXPENSE REIMBURSEMENT

A. District agrees to pay Employee for services rendered pursuant hereto at a rate of \$9,167 monthly payable in bi-weekly installments.

B. District shall not be obligated, nor shall it pay, any relocation expense or relocation expense reimbursement to Employee.

SECTION 4. PERFORMANCE EVALUATION

A. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the District. Nothing herein shall be deemed to alter or change the employment status of Employee, nor shall this Section be construed as requiring "cause" to terminate this "Contract" or the services of Employee hereunder.

B. The Board may conduct a performance evaluation if deemed necessary during the term as Interim General Manager.

C. District agrees to prepare a written summary of each performance evaluation of Employee, and to include the same in his personnel file within two (2) weeks following conclusion of the review and evaluation process and shall schedule at least one (1) closed personnel session with Employee to deliver and discuss the performance evaluation.

SECTION 5. HEALTH & WELLNESS.

District does not provide any health benefits to the Interim General Manager position.

SECTION 6. PROFESSIONAL DEVELOPMENT AND BUSINESS EXPENSES.

A. If consistent with annual budgetary proceedings and when approved in advance by the Board President, or in his her absence another Board Officer, District agrees to pay reasonable: (i) travel and subsistence expenses of Employee for professional and official travel to and from attendance at conferences, seminars, and meetings; and (ii) professional dues, books, and subscription expenses necessary and desirable to continue the professional development of Employee and to adequately pursue necessary official and other functions for District, including national, regional, state, and local governmental groups and committees thereof which Employee and for District serves as a member.

B. If consistent with annual budgetary proceedings, the District agrees to pay such other reasonable expenses related to Employee's performance of the duties stated herein.

Employee's professional development and business expenses are governed in accordance with existing District policies, or as such policies are revised from time to time in the future, and are more fully set forth therein. This section is interpreted consistently with those policies, as amended if applicable.

SECTION 7. HOURS AND BENEFITS.

A. Employee shall be entitled to paid holidays according to the same schedule as is afforded management employees of the District, as set forth in District policies; as such policies may be amended from time to time in the future. This section is interpreted consistently with those policies, as amended if applicable.

B. Employee shall report to District's offices for work five (5) days per week during normal business hours and at such other times as may be necessary to discharge his duties, except when away on business for the District, on sick or personal leave, or as otherwise excused by the Board President, or in his/her absence any other Board Officer, in writing (including an email communication). This provision shall not be interpreted to require that Employee obtain written approval prior to scheduling Employee's time off. Employee has discretion to schedule his time off so long as that time is scheduled in such a way as to avoid unnecessary detriment to the District's operations. Employee will provide reasonable notice to the Board of Employee's scheduled time off dates and will identify employees who will perform the Employee's duties during his absence.

C. District shall pay for all official bonds required for the Employee as Interim General Manager.

D. Employee shall be a member of District's retirement plan adopted and existing pursuant to its contract with the State of California Public Employees' Retirement System ("PERS") in accordance with official plan documents and related District policies, as such plan or policies may be amended from time to time in the future. This section is interpreted consistently with that plan and those policies, as amended if applicable.

SECTION 8. GENERAL PROVISIONS.

A. This Contract shall constitute the entire agreement between the parties hereto.

B. This Contract shall be governed by the laws of the State of California.

C. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

D. Any assignment of the rights or obligations of Employee hereunder without the express approval of District shall be void.

E. No waiver, alteration, or modification of any of the provisions of this Contract shall be valid and binding unless in a writing executed by the parties hereto.

F. This Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Contract supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Contract wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreement. This Contract also incorporates by reference the District policies, as currently enacted and as amended in the future. Where in conflict, the provisions of this Contract

supersede the District policies, including any revisions or amendments thereto.

G. If any provision or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract or portion thereof, shall not be affected, and shall remain in full force and effect.

H. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Contract, that he has read and understands this Contract, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Contract.

IN WITNESS WHEREOF, the HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT has caused this Contract to be signed and duly executed by its President, and the Employee has signed and executed this Contract, both in duplicate, as of the day and year first above written.

DISTRICT:

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

By: Jim Freeman
President of the Board

EMPLOYEE:

By: Matthew Bassett
Interim General Manager

APPROVED AS TO FORM:

By: Michael P. Merrill
District Counsel

EXHIBIT "A"

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

GENERAL MANAGER JOB DESCRIPTION

Summary:

Under the direction of the Board of Directors, the General Manager serves as agent of the Board of Directors in planning, directing, managing, and overseeing the services, activities, and operations of the District including Administration, Engineering, Finance, Operations, Human Resources, Customer Service and Community Relations; serves as chief executive officer of the District ensuring that services and operations are delivered in an efficient and effective manner; implements policy decisions made by the Board of Directors; facilitates the development and implementation of District goals and objectives; and provides thorough administrative support to the Board of Directors.

Duties and Responsibilities:

1. Serve as chief executive officer of the HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT; assume full management responsibility for all District operations, services, and activities; plan, direct, manage, and oversee the activities and operations of the District including Administration, Engineering, Finance, Operations, Human Resources, Customer Service and Community Relations.
2. Facilitate the development, implementation, and administration of District goals and objectives; interpret and implement policies and goals set by the Board of Directors; provide for adequate guidelines for management to implement new or revised policies or procedures.
3. Direct and participate, with division head cooperation, in the development and administration of the District's budget; prepare long-term plans of capital improvements and repair and replacement of District facilities, including financial plans; approve the forecast of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
4. Establish organizational standards and objectives; establish, within District policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly, and periodically review and recommend changes to District policies for improving efficiencies, reducing costs and improving customer service.
5. Assure that the Board of Directors are informed of activities of the District and the extent to which objectives are being met; discuss possible agenda items with the Board and management staff; determine items to be presented; review agenda and items to be presented prior to meeting; and timely present legislative and legal updates or requirements to the Board of Directors

6. Provide staff assistance to the Board of Directors; prepare, submit, and present staff reports and other necessary correspondence and recommendations to the Board of Directors on issues for its consideration and action; oversee the preparation and administration of Board agendas; keep Board of Directors advised of financial conditions, program progress, and present and future needs of the District; prepare recommendations and advise the Board of Directors on matters requiring legislative action; carry out direction of the Board by assigning tasks and evaluating results.
7. Coordinate with efforts of the District's legal counsel in the presentation and resolution of matters requiring legal attention and inform Board of litigation and/or potential liability.
8. Encourage cooperative efforts of all division heads; develop subordinates through delegation of authority, monitoring performance and providing feedback and counseling to key personnel. Evaluate personnel needs of the District and skill levels required in key management positions; make or approve personnel selections at the division head level; be responsible for making all personnel selections at levels below division head level and provide for the annual written performance evaluations of division heads and other employees, as required.
9. Select, or review the selection of consultants; approve capital expenditures within established authorization limits.
10. Represent the District in meetings and discussions with employees, customers, the public, government officials, regulators, attorneys, and contractors in order to promote the District's goals and objectives and resolve issues.
11. Communicate and interface with general managers in other districts; negotiate agreements with other districts at the local, regional or state level.
12. Provide for an effective community image through presentation to community groups and membership in local and civic organizations; maintain contacts with the media and community leaders.
13. Provide positive and constructive leadership and management.
14. Perform other special projects as required.
15. Implement the District's Long Range Plan and at least annually review such plan and recommendations thereto with the Board of Directors.
16. Provide positive and constructive leadership and management, and maintain the highest ethical standards. Interact with Board of Directors, employees, customers, and the public in a positive, cooperative, and supportive manner.