

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PERSONAL SERVICES  
BETWEEN HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
AND  
DENNIS WHITE**

The Agreement For Personal Services ("Agreement") dated September 16, 2020, between the Hidden Valley Lake Community Services District ("District") and Dennis White ("General Manager") shall be amended as follows:

1. Section V (COMPENSATION): Effective as of, and retroactive to, May 1, 2022, the annual salary amount shall be increased by 6.0% (which shall be rounded to the nearest whole dollar) for a total annual salary of **\$132,500**.

Except as specified above, all other provisions of the Agreement between the District and General Manager, including the annual one-year renewals provided for in Section IV (EFFECTIVE DATE AND TERM), shall remain in full force and effect.

**IN WITNESS WHEREOF**, the District and General Manager hereto have executed this Amendment No. 1, as of the date signed by District below.

  
\_\_\_\_\_  
Dennis White, General Manager

5-23-2022  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Gary Graves, President, Board of Directors

5/23/22  
\_\_\_\_\_  
DATE

ATTEST:

By:   
\_\_\_\_\_  
Administrative Services Manager

5/23/2022  
\_\_\_\_\_  
DATE

**AGREEMENT FOR PERSONAL SERVICES**  
**between**  
**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**  
**and**  
**DENNIS WHITE**

This AGREEMENT FOR PERSONAL SERVICES is made and entered into this 16th day of September 2020 (the "Effective Date") by and between the HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT, a California Special District formed under applicable provisions of the California Government Code section 60000, et seq. (hereinafter referred to as "District") and DENNIS WHITE, an individual to be employed by the District as General Manager (hereinafter referred to as "General Manager").

Recitals

The District's Board of Directors (the "Board") wishes to enter into an employment agreement with DENNIS WHITE to provide professional services as General Manager of the District.

NOW THEREFORE IT IS AGREED by the DISTRICT and DENNIS WHITE as follows:

**I. DUTIES:** The General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position, and as may be approved by the Board as of the Effective Date, and as such specifications may, from time to time, be amended by the Board. General Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the Board and the District. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, Community Services Districts, in the State of California. Notwithstanding any other provision herein, General Manager shall serve at the pleasure of the Board and may be discharged at any time with or without cause, subject only to Section XI of this Agreement.

The General Manager shall perform essential functions and responsibilities and duties that shall include, but not be limited to, the following:

- Provide overall executive direction of day-to-day and long-term operations and activities of the District, organizing and assigning responsibilities, and directing and overseeing the management provided by subordinate managers.
- Provide general direction on the design, construction, operation, and maintenance of all planned or proposed District facilities and activities.
- Within guidelines established by the Board, direct the establishment of overall strategic plans, long-term goals, and objectives.
- Keep the Board of Directors advised of District activities and laws, issues, or problems that may affect District operations.
- Review and implement policies adopted by the Board and make appropriate recommendations to the Board.
- Represent the Board of Directors and the District in contacts with various federal, state, and local government agencies, community groups and businesses, and other professional organizations.

- Negotiate a variety of contracts and agreements on the District's behalf in accordance with Board policy, direction, or delegation.
- Oversee preparation and implementation of the annual District budget.
- Monitor and implement all personnel rules and regulations in accordance with applicable laws and regulations.
- Respond to and resolve difficult and sensitive customer inquiries and complaints.
- Maintain and improve professional proficiencies

**II. GENERAL MANAGER AND BOARD RESPONSIBILITIES:** The Board of Directors is the governing body of the District and retains the responsibility of formulating and adopting District policy. The General Manager has the primary responsibility for the implementation of District policy.

**III. PERSONNEL MATTERS:** The General Manager has the additional responsibility to hire, train, discipline, and discharge the District's employees, including administrative and supervisory staff to best serve the District. It is, however, understood and agreed that these responsibilities are specifically limited by the fact that the Board of Directors of the District must specifically approve the creation and authorization of positions, and the establishment and adjustment of pay scales for these positions. The General Manager retains the authority to promote or demote employees within their respective class of position and make salary adjustments consistent with previously Board approved authority for the position and any applicable labor agreement.

**IV. EFFECTIVE DATE AND TERM:** The initial term of this Agreement shall be for two (2) years from the Effective Date, beginning September 16, 2020 and terminating on September 15, 2022.

From and after the Effective Date, General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position and as may be approved by the Board as of the Effective Date, and as such specifications may, from time to time, be amended by the Board.

Subject to the District's right to terminate this Agreement and General Manager's employment at any time pursuant to Section XI of this Agreement, this Agreement shall automatically be renewed for subsequent one (1) year periods, unless the Board provides written notice to the General Manager no less than ninety (90) days prior to the expiration of the current term or an extended term that the Agreement will be terminated.

**V. COMPENSATION:** The General Manager is to be paid the annual sum of \$125,000 for fulfilling the duties described herein, accruing neither overtime nor compensatory time, prorated and payable in accordance with the District's standard payroll procedures, subject to the following adjustments:


- a. Each year, pursuant to Sections IX and X of this Agreement, the Board of Directors shall review the General Manager's performance and based upon performance of the duties and meeting or exceeding the agreed upon performance objectives determine if a merit-based salary or other salary and/or benefit increase, including any cost of living based increase, is warranted and act accordingly. Any such increases, including cost of living based increases, will be subject to a written amendment to this Agreement.

**VI. HOURS OF WORK:** The regular business hours of the District are 8:00 AM to 5:00 PM. It is recognized that the General Manager must devote a great deal of time outside the normal hours of business for the District, and to that end the General Manager shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the District and shall allow General Manager to faithfully perform the assigned duties and responsibilities. General Manager shall maintain a continuous presence or means of

communication with District staff at all times, either in person or via telephone, cell phone, or e-mail. When unavailable, General Manager shall ensure that duties have been properly and appropriately delegated to qualified District staff. If District is unable to contact General Manager in a reasonable time for reasons beyond the General Manager's control such as on-duty or off-duty air travel, General Manager's presence in areas without cellular phone service, email access, international travel or other similar circumstances, General Manager's inability to maintain continuous availability shall not be considered a breach of this Agreement or grounds for termination for cause.

VII. BENEFITS: The General Manager shall be afforded the following benefits package:

General Manager shall receive and accrue the same group insurance, retirement, vacation, holiday, sick leave, and other benefits in accordance with District's personnel rules and regulations, as these may be amended from time to time, except as these benefits may be modified in this Section VII.

- a. The General Manager shall receive twenty (20) days of vacation annually, totaling one-hundred sixty (160) hours. The General Manager shall not be eligible to accrue greater than a maximum of four hundred and forty (440) vacation hours. The vacation provided herein shall not modify District retirement service time or other benefit categories as provided for in the District's personnel rules and regulations, as these may be amended from time to time.
- b. General Manager shall accrue sick leave at a rate of ninety-six (96) hours per year (3.69 days per pay period). The General Manager shall maintain any sick leave previously accrued as an employee of the District.
- c. General Manager shall receive twelve and one half (12.5) holiday days per year, totaling one hundred (100) hours.
- d. The General Manager shall continue to be enrolled in CalPERS retirement benefits at the ~~2.5%~~ <sup>3.5%</sup> @ 55 formula. 
- e. In lieu of reimbursement for personal vehicle mileage expenses or a monthly vehicle allowance, the General Manager shall be provided with an appropriate District-owned vehicle for use in the performance of official duties pursuant to this Agreement. For the convenience of the District, the General Manager shall have use of the vehicle for transit to and from the District so that the vehicle shall be available to attend meetings and other functions on the District's behalf at the District headquarters and elsewhere and to enable prompt response to emergencies or other circumstances requiring the General Manager's attention. The District shall own and insure the vehicle and be responsible for fuel and maintenance. Provision of a vehicle for use as described in this paragraph may be subject to applicable taxes pursuant to the Internal Revenue Code.
- f. In lieu of reimbursement for the use of a personal mobile telephone or similar device, the District shall provide a District-owned mobile telephone or similar device with an appropriate access plan to ensure General Manager's accessibility and availability pursuant to this Agreement.

VIII. GENERAL BUSINESS EXPENSES:

- a. Subject to prior approval of the specific dues, subscriptions and memberships by the Board of Directors, the District agrees to pay for professional dues and subscriptions of the General Manager as may be necessary for professional development, membership and participation in regional, state, and local associations, and organizations necessary and desirable for the General Manager's continued professional participation, growth, and advancement, and for the good of the District.
- b. Subject to the funds approved and available in the District's travel budget, the District agrees to pay for travel and subsistence expenses (alcoholic beverages excluded) of General Manager for professional and official travel, meetings, short courses, institutes, seminars and occasions to regional, state, and local governmental groups and committees in which General Manager serves as a member to adequately continue the professional development of General Manager and to pursue necessary official functions for the District.
- c. Subject to approved budget allocation, any additional expenses incurred while performing

District business, excluding mileage and mobile phone expenses, will be reimbursed in accordance with District policy.

- d. The District shall bear the full cost of any fidelity or other bonds required of the General Manager under any law or ordinance.

IX. PERFORMANCE OBJECTIVES: The General Manager shall meet annually with the Board by the anniversary of the Effective Date of this Agreement to identify the District's and General Manager's performance objectives for the following year. Said performance objectives shall be proposed by the General Manager in writing and submitted to the Board for approval. If the Board does not approve said performance objectives, they shall establish reasonable performance objectives following consultation with the General Manager. The performance objectives shall be consistent with Board policy and the duties and responsibilities set forth in this Agreement. The Board reserves the right to evaluate the General Manager's performance at any other time as it may, in its sole discretion, determine.

X. EVALUATION: The Board shall initially evaluate the performance of the General Manager at approximately six (6) months from appointment and, then again, on or before the first anniversary of the Effective Date of this Agreement, and annually thereafter. The evaluation shall be based on the duties and agreed upon performance objectives. In its discretion, the Board of Directors may, following the first annual evaluation pursuant to this Agreement and consistent with Section V.a., consider modification to the compensation or benefits provided herein.

Failure of the Board to complete the evaluation process shall not preclude the Board from giving notice of termination in accordance with the Termination section of this Agreement.

XI. TERMINATION AND DISMISSAL: The General Manager shall serve at the will and pleasure of the District Board of Directors and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent the District, in its sole discretion, from terminating this Agreement and the services of the General Manager. The following provisions shall apply to termination and dismissal:

- a. The Board of Directors shall have the right to discharge the General Manager and terminate this Agreement for cause in the event of:

(i) any willful breach of duty of this Agreement by the General Manager in the course of the employment;

(ii) the General Manager's habitual neglect of or failure to perform the duties as outlined in this Agreement;

(iii) conviction of a felony or a crime involving moral turpitude. In the event of the General Manager's termination for cause, the General Manager shall not be entitled to any severance pay or continuation of health benefits; or

(iv) the death of the General Manager.

- b. If the Board of Directors terminates the employment of the General Manager without cause, the District shall pay the General Manager severance pay in an amount equal to three (3) months of the monthly base salary specified in Section V of this Agreement and, pursuant to Section VII of this Agreement, as it may be modified from time to time pursuant to the Agreement or any subsequent amendment.

- c. This severance payment shall be made within thirty (30) days of the effective date of the termination and is subject to applicable withholding taxes.

The General Manager may terminate this Agreement at any time upon sixty (60) days written notice to the Board of Directors. In the event that the General Manager should exercise the

option to terminate this Agreement (resign from District employment), the General Manager shall not be entitled to any severance pay or continuation of health benefits, except as may apply in the event General Manager retires from the District.

This Section XI is intended to comply with Section 53260 et seq. of the California Government Code. Pursuant to California Government Code Section 53260, in no event shall General Manager receive a settlement that exceeds an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement or the monthly salary multiplied by eighteen (18), whichever is less.

Pursuant to California Government Code Section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to General Manager under Section XI of this Agreement shall be fully reimbursed by General Manager to the District if General Manager is convicted of a crime involving an abuse of the office or position. For purposes of this Agreement, the phrase "abuse of the office or position" shall have the meaning set forth in Government Code Section 53243.4. This Agreement shall be subject to the provisions of Government Code sections 53243-53243.4 which require reimbursement to the District under circumstances stated therein.

This Agreement, the General Manager's employment, and the District's obligations to compensate the General Manager, excepting benefits which are specifically identified to continue into retirement, shall cease on the effective date of General Manager's termination.

Notwithstanding anything in this Agreement to the contrary, in the event of the General Manager's termination without cause, the severance pay and other benefits, including the option to retire, provided in this Agreement shall be the General Manager's sole remedy.

The District's most current personnel rules and regulations shall apply except for those express provisions outlined in this Agreement which shall supersede the District's personnel rules and regulations.

- XII. APPLICABLE LAW: This Agreement shall be constructed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

Upon the expiration or termination of this Agreement, the General Manager shall not be entitled to any severance pay or continuation of health benefits, except those limited to the provision of COBRA benefits, except as otherwise provided for herein.

- XIII. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the District and the General Manager and supersedes all prior agreements respecting the same subject, provided however, that all practices as described in the District's personnel rules and regulations, as they now exist or may hereafter be amended shall apply to the General Manager, unless contrary to specific provisions of this Agreement.

Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or any one acting on behalf of any party, which are not included herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

- XIV. WAIVER OF RIGHTS: Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

- XV. REMEDIES NOT EXCLUSIVE: Except as otherwise provided herein, the use by either party of any remedies specified herein for the enforcement of this Agreement is not exclusive

and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

XVI. HEADINGS: Paragraph headings and titles of attachments as used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraph headed thereby.

XVII. INTERPRETATION: The parties acknowledge that each party has reviewed, negotiated, and had an opportunity to discuss with counsel this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with transactions contemplated by this Agreement.

XVIII. WORKER'S COMPENSATION: Pursuant to the State of California Labor Code, Section 3700, et seq., the District shall secure workers' compensation insurance for the General Manager.

XIX. INDEMNIFICATION: District shall provide for the defense of General Manager in any action or proceeding alleging an act or omission within the scope of employment of General Manager in conformance with State law (Government Code Sections 995, et seq.). In addition, any funds provided by the District for the legal criminal defense of Employee shall be fully reimbursed to the District by General Manager if the General Manager is convicted of a crime involving an abuse of the office or position as required under Government Code Section 53243.1.

XX. AMENDMENTS: Any modifications of this Agreement will be effective only if in writing and signed by both the General Manager and the District.

XXI. NOTICE: Any notices required or permitted pursuant to this Agreement shall be given in person or by certified or registered mail, addressed as follows:

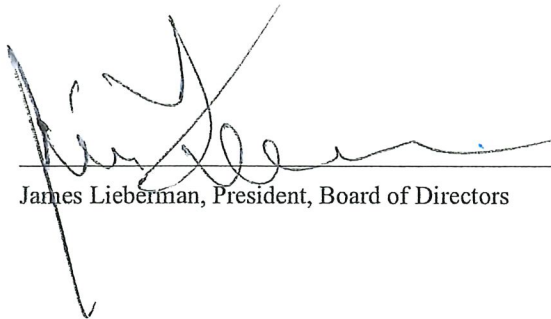
To District:                      President of the Board of Directors  
Hidden Valley Lake Community Services District  
19400 Hartmann Rd  
Hidden Valley Lake, CA 95467

To General Manager:          Dennis White  
Address 18851 LOYLE SPRINGS ROAD  
City State Zip HIDDEN VALLEY LAKE CA 95467

XXII. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the District and General Manager hereto have executed this Agreement as of the Effective Date.

D. White 9/15/2020  
Dennis White Date

 9/15/2020  
James Lieberman, President, Board of Directors Date

ATTEST:

By: PCUADRS 9/15/2020  
District Secretary Date