



Midpeninsula Regional
Open Space District

R-18-61
Meeting 18-24
June 13, 2018

AGENDA ITEM 6

AGENDA ITEM

Approval of the General Manager's Employment Agreement

BOARD PRESIDENT'S RECOMMENDATIONS

1. Appoint Ana Ruiz to be the Midpeninsula Regional Open Space District General Manager effective June 13, 2018.
2. Adopt a resolution approving the General Manager's Employment Agreement.

SUMMARY

As a result of the Board's evaluation of applicants for employment as the District General Manager, the Board of Directors (Board) voted to hire Ana Maria Ruiz as the new General Manager for Midpeninsula Regional Open Space District as of June 13, 2018. This action requires an adoption of a resolution to approve the General Manager's Employment Agreement.

DISCUSSION

General Manager Stephen E Abbors retired from the District in December of 2017 after a tenure of almost 10 years. In the wake of Mr. Abbors' retirement, the Board selected executive search firm of Peckham & McKenney to coordinate with human resources departmental staff to recruit for the new general manager. Recruiter Bobbi Peckham conducted an extensive and widely publicized executive search under the direction of the Board. Candidates for the general manager position were vetted through a highly competitive process, which included two days of interviews on May 21, and 22, 2018, with the Board and members of District staff.

Following the recruitment process and Board deliberation, the Board decided to appoint Ana Maria Ruiz as the District's new general manager, effective June 13, 2018.

After thorough consideration of all qualified applicants, the Board recommends appointment of Ana Maria Ruiz as the District's new general manager.

FISCAL IMPACT

The salary for this position will be within the parameters of this budget, in alignment in the District's Classification and Compensation Plan. There is no budget impact as these funds are allocated for the General Manager's position.

BOARD COMMITTEE REVIEW

This item does not require Board committee review.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

This item is not a project subject to the California Environmental Quality Act.

NEXT STEPS

If approved by the Board the new General Manager's contract will be effective as of June 13, 2018.

Attachments

1. Resolution approving the General Manager Employment Agreement
 - a. Exhibit A. Employment Agreement
 - b. Exhibit B. Classification & Compensation Plan

Responsible Department Head:

Stefan Jaskulak, Chief Financial Officer/Director of Administrative Services

Prepared by:

Candice Basnight, Human Resources Manager, Human Resources Department

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MIDPENINSULA REGIONAL OPEN SPACE DISTRICT APPROVING A
GENERAL MANAGER EMPLOYMENT AGREEMENT WITH ANA
MARIA RUIZ**

WHEREAS, the Board of Directors of the Midpeninsula Regional Open Space District desires to enter into a District General Manager Employment Agreement (“Agreement”) with Ana Maria Ruiz employing her as the District’s General Manager, effective June 13, 2018.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF MIDPENINSULA
REGIONAL OPEN SPACE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

1. Authorize the President of the Board of Directors or other appropriate officer to execute the attached District General Manager Employment Agreement on behalf of the Midpeninsula Regional Open Space District to appoint and employ Ana Maria Ruiz as the District’s General Manager effective June 13, 2018 at an annual salary of \$225,000 pursuant to the terms and conditions of the attached Agreement (Exhibit A).
2. The Classification and Compensation Plan of the Midpeninsula Regional Open Space District shall be amended to include the salary range set forth in the exhibit attached hereto and incorporated herein as Exhibit B.
3. Except as herein modified, the Classification and Compensation Plan, Resolution No. 17-15 as amended, shall remain in full force and effect.
4. This resolution shall be effective June 13, 2018.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on _____, 2018, at a regular meeting thereof, by the following vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

ATTEST:

APPROVED:

Secretary
Board of Directors

President
Board of Directors

APPROVED AS TO FORM:

General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.

District Clerk

MIDPENINSULA OPEN SPACE DISTRICT GENERAL MANAGER
EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made this 13th day of June, 2018, by and between Midpeninsula Regional Open Space District, a California public entity (“District”), and Ana Maria Ruiz (“Employee” or “General Manager”).

1. Appointment of General Manager

Effective June 13, 2018, Employee is appointed and employed as the District’s General Manager.

2. Essential Powers and Duties

A) The General Manager’s powers and duties shall be:

- 1) as specified in California Public Resources Code sections 5538 and 5549;
- 2) as provided in the District Personnel Policies and Procedures Manual (“Manual”); and
- 3) such other duties as the District’s Board of Directors (“Board”) may direct consistent with the District’s enabling legislation;

B) The General Manager shall attend all regular and special meetings of the Board as needed, and may, when appropriate, delegate this duty to an Assistant General Manager or the Chief Financial Officer; and

C) The General Manager shall perform her duties and exercise her powers consistent with due diligence according to the highest and most professional standards and in compliance with all federal, state and local laws, ordinances, rules and regulations which are applicable to or associated with the performance of such duties.

3. Compensation and Benefits

Compensation and benefits shall be according to the terms and conditions set out in the Manual except as set forth herein.

A) Salary: The General Manager shall receive an annual base salary of \$225,000.

B) Annual Salary Adjustment and Performance Review: The Board shall annually review the General Manager’s performance pursuant to the Board’s labor policy “Board Appointee Performance Process.” The Board’s annual review will generally be based upon the District’s fiscal year (July 1-June 30). The Board may also review Employee’s performance at any time as determined necessary and appropriate by the Board. During the annual performance review, or such other time as determined appropriate by the Board, either party may propose to modify, amend or terminate this Agreement. Unless the parties agree otherwise, any such

annual salary adjustment will be effective retroactive to the Employee's anniversary date as General Manager.

- C) Merit Pay: The Board may grant the General Manager a merit pay increase ranging from 0% to 5% over and above the General Manager's then current annual base salary. Such merit pay award shall be based upon the Board's annual review of the General Manager's performance and pursuant to the Board's labor policy "Board Appointee Performance Process" and the corresponding "Board Appointee Employment Class: Annual Evaluation System and Form" (both of which may be modified by the Board from time to time in its sole discretion). This policy and form set out the conditions and eligibility for such merit pay and the criteria and objectives to be considered during the evaluation. Merit Pay shall not be a cost of living salary adjustment, but rather recognition for performance during the previous year of service.
- D) Vacation, Administrative, and Sick Leave and Holidays:
The General Manager shall earn vacation, personal and sick leave at the then current rate of accrual applicable to the District's at-will department managers and will receive District paid holidays, in accordance with the Manual. The General Manager shall earn administrative leave at the accrual rate of 104 hours per year.
- E) Retirement Plan: The District contracts with the California Public Employees' Retirement System (CalPERS) to provide its miscellaneous employees the Local Miscellaneous retirement plan ("the Plan") at one of the following formulas, as determined to be applicable by CalPERS: 2.5% at 55 for classic members and 2% at 62 for new members. The General Manager is eligible to participate in the Plan. Pursuant to the Board resolution No. 15-14, effective February 11, 2015, the District does not pay any portion of the General Manager's employee member contribution. Employee is responsible for paying his or her entire share of the employee member contribution by payroll deduction.
- F) Benefit Plans: The General Manager shall receive the benefits available to regular full time management employees of the District including those set out in the Manual on the same terms available to these management employees. The General Manager may participate in any District optional benefit plan at his or her own cost. The District will also provide the cafeteria plan in accordance with Internal Revenue Code Section 125 as provided in the Manual.
- G) Mileage Allowance: The General Manager will be eligible to receive mileage reimbursement at the applicable District rate for use of his or her personal vehicle on District business.
- H) Membership and Conferences: The District shall pay for the General Manager's membership or participation in organizations and conferences necessary and desirable for his/her continued professional growth and advancement and/or related to the District's business, in addition to any membership payments offered to employees in the Manual or the District's Administrative Policy (Professional

Dues, Membership Program & Tuition Reimbursement). The District shall reimburse the General Manager for travel expenses consistent with the District's travel, lodging and meal reimbursement policy.

4. Term of Agreement

The General Manager shall begin service under this Agreement on June 13, 2018, and this Agreement shall remain in effect up to, and concluding, June 30, 2019, unless terminated by either party pursuant to Section 5 of this Agreement or as modified by mutual written agreement.

5. Termination and Severance Pay

Notwithstanding any other provision, the General Manager is and at all times shall remain an at-will employee serving at the pleasure of the Board and may be discharged at any time by written notice with or without cause or prior notice. There is no express or implied promise made to the General Manager of continued District employment.

The General Manager may terminate this Agreement upon 60 calendar days' written notice to the Board President. In the event the General Manager resigns or retires, or upon her death, the General Manager shall not be entitled to, nor shall she receive, any severance pay as set out in this Paragraph 5.

In the event that the District terminates this Agreement for reasons other than cause, the District shall compensate the General Manager with severance pay in the amount equal to six (6) months' base salary as of the date of termination. This section is intended to comply with California Government Code section 53260 et seq. The General Manager shall only be entitled to receive severance in exchange for an executed Release of All Claims against the District. This severance payment shall be made within thirty (30) calendar days of the effective date of the termination and shall be subject to applicable withholding taxes.

Any severance pay that the General Manager may receive from the District shall be fully reimbursed to the District if the General Manager is convicted of a crime involving an abuse of his or her office or position. 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.

If the Board at any time determines this Agreement should be terminated for cause, the Board shall provide the General Manager with written notice of termination specifying the effective date of the termination. The Board may, in its sole discretion, provide in this notice the general reasons for termination. The District will not be required to provide any notice period or to pay the General Manager any severance pay if the Board terminates this Agreement for cause. The General Manager will be provided an opportunity to request a meeting with the Board, which meeting will be held within 30 calendar days of the General Manager's request. Said meeting may be in closed session, unless the General Manager asks that it be in open session. The Board's decision on the appeal will be final.

As used in this Agreement, “cause” shall include but shall not necessarily be limited to:

- a. Violation of administrative policies and procedures;
- b. Abuse of office or position;
- c. Theft of District property;
- d. Insubordination;
- e. Conviction of a felony, or conviction of a misdemeanor relating to the General Manager’s fitness to perform assigned duties;
- f. Unauthorized or excessive absences from the District;
- g. Failure to maintain satisfactory working relationships with other employees or the public;
- h. Improper use of District funds;
- i. Unauthorized use of District property;
- j. Willful misconduct or malfeasance;
- k. Any act of moral turpitude or dishonesty;
- l. Other failure of good behavior either during or outside of employment such that Employee’s conduct causes discredit to the District;
- m. Violation of the Political Reform Act or corresponding regulations; and/or
- n. Violation of Government Code section 1090.

6. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

7. Effect of Waiver

No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or subsequent breach of the same or of any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

Severance shall not be paid for failure to renew this contract.

8. Supersedes Prior Agreement

This Agreement supersedes any and all previous employment agreements and amendments thereto entered into by and between the District and the General Manager.

9. Amendment

This Agreement cannot be changed or supplemented orally. No amendment, modification, alteration, or variation in the terms of this Agreement is valid unless made in writing and signed by both parties.

10. Notices

Any notices to be given by either party to the other shall be made in writing, by personal delivery, United States Postal Service, or by Federal Express/overnight mail, with postage prepaid. Notices delivered personally shall be deemed received as of actual receipt; mailed notices shall be deemed received as of one business day following the date of mailing of the notice. Mailed notices shall be addressed to the respective parties as follows:

To the District: Midpeninsula Regional Open Space District
Attention: President, Board of Directors
330 Distel Circle
Los Altos, California 94022

To the General Manager: Ana Maria Ruiz, General Manager
330 Distel Circle
Los Altos, California 94022

Any party may change his/her/its address for the purpose of this section by giving written notice of such change to the other party in the manner herein provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective this 13th day of June 2018, at Los Altos, California.

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT:

GENERAL MANAGER:

By: _____
Board President Jed Cyr

By: _____
Ana Maria Ruiz

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jennifer Woodworth, District Clerk

Hilary Stevenson, Acting General Counsel

Midpeninsula Regional Open Space District - CLASSIFICATION & COMPENSATION PLAN

Fiscal Year 2017/2018 - Effective 6/13/2018 (Pay Period 18-13)

Last revised: 6/13/2018, 1/24/2018, 12/13/2017, 7/1/17, 5/10/17, 4/12/2017, 2/22/2017, 10/26/16, 8/29/16, 7/01/16

Classification Title	Step Range #	Hourly Range \$		Monthly Range \$		Annual Range \$		Full/PT Time
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Seasonal Open Space Technician	6	20.1000	25.0962	3,484	4,350	41,808	52,200	PT
Seasonal Ranger Aide	6	20.1000	25.0962	3,484	4,350	41,808	52,200	PT
Seasonal Ranger	16	25.6558	32.0308	4,447	5,552	53,364	66,624	PT
Farm Maintenance Worker	19	27.6000	34.4712	4,784	5,975	57,408	71,700	FT
Open Space Technician*	19	27.6000	34.4712	4,784	5,975	57,408	71,700	FT
Administrative Assistant	20	28.2865	35.3077	4,903	6,120	58,836	73,440	FT
Accounting Technician	22	29.6885	37.0731	5,146	6,426	61,752	77,112	FT
Human Resources Technician	22	29.6885	37.0731	5,146	6,426	61,752	77,112	FT
Information Technology Technician I	22	29.6885	37.0731	5,146	6,426	61,752	77,112	FT
Facilities Maintenance Specialist	23	30.4385	38.0077	5,276	6,588	63,312	79,056	FT
GIS Technician	23	30.4385	38.0077	5,276	6,588	63,312	79,056	FT
Lead Open Space Technician*	23	30.4385	38.0077	5,276	6,588	63,312	79,056	FT
Volunteer Program Lead	23	30.4385	38.0077	5,276	6,588	63,312	79,056	FT
Risk Management Coordinator	24	31.1712	38.9365	5,403	6,749	64,836	80,988	FT
Senior Administrative Assistant	24	31.1712	38.9365	5,403	6,749	64,836	80,988	FT
Public Affairs Program Coordinator	25	31.9558	39.9058	5,539	6,917	66,468	83,004	FT
Ranger	25	31.9558	39.9058	5,539	6,917	66,468	83,004	FT
Senior Finance & Accounting Technician	26	32.7288	40.8750	5,673	7,085	68,076	85,020	FT
Equipment Mechanic/Operator	27	33.5481	41.9019	5,815	7,263	69,780	87,156	FT
Executive Assistant	27	33.5481	41.9019	5,815	7,263	69,780	87,156	FT
Information Technology Technician II	27	33.5481	41.9019	5,815	7,263	69,780	87,156	FT
Lead Ranger	27	33.5481	41.9019	5,815	7,263	69,780	87,156	FT
Public Affairs Specialist I	27	33.5481	41.9019	5,815	7,263	69,780	87,156	FT
Property Management Specialist I	28	34.3731	42.9173	5,958	7,439	71,496	89,268	FT
Real Property Specialist I	28	34.3731	42.9173	5,958	7,439	71,496	89,268	FT
Executive Assistant/Deputy District Clerk	29	35.2327	43.9904	6,107	7,625	73,284	91,500	FT
Planner I	29	35.2327	43.9904	6,107	7,625	73,284	91,500	FT
Data Analyst I	30	36.0923	45.0692	6,256	7,812	75,072	93,744	FT
Docent Program Manager	30	36.0923	45.0692	6,256	7,812	75,072	93,744	FT
Resource Management Specialist I	30	36.0923	45.0692	6,256	7,812	75,072	93,744	FT
Volunteer Program Manager	30	36.0923	45.0692	6,256	7,812	75,072	93,744	FT
Accountant	31	36.9923	46.1885	6,412	8,006	76,944	96,072	FT
Capital Project Manager II	31	36.9923	46.1885	6,412	8,006	76,944	96,072	FT
Planner II	31	36.9923	46.1885	6,412	8,006	76,944	96,072	FT
Management Analyst I	31	36.9923	46.1885	6,412	8,006	76,944	96,072	FT
Data Analyst II	34	39.7846	49.6904	6,896	8,613	82,752	103,356	FT
Resource Management Specialist II	34	39.7846	49.6904	6,896	8,613	82,752	103,356	FT
Grants Specialist	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT
Maintenance, Construction & Resource Supv.	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT
Management Analyst II	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT
Procurement & Contracting Agent/Specialist	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT
Property Management Specialist II	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT
Real Property Specialist II	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT
Supervising Ranger	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT
Training & Safety Specialist	35	40.7769	50.9250	7,068	8,827	84,816	105,924	FT

Applications Engineer	36	41.7808	52.1712	7,242	9,043	86,904	108,516	FT
Public Affairs Specialist II	36	41.7808	52.1712	7,242	9,043	86,904	108,516	FT
Data Administrator	38	43.8635	54.7904	7,603	9,497	91,236	113,964	FT
Governmental Affairs Specialist	38	43.8635	54.7904	7,603	9,497	91,236	113,964	FT
Senior Technologist	38	43.8635	54.7904	7,603	9,497	91,236	113,964	FT
Facilities Maintenance Supervisor	39	44.9596	56.1404	7,793	9,731	93,516	116,772	FT
Capital Projects Field Manager	39	44.9596	56.1404	7,793	9,731	93,516	116,772	FT
Capital Project Manager III	39	44.9596	56.1404	7,793	9,731	93,516	116,772	FT
Planner III	39	44.9596	56.1404	7,793	9,731	93,516	116,772	FT
Public Affairs Specialist III	39	44.9596	56.1404	7,793	9,731	93,516	116,772	FT
Resource Management Specialist III	39	44.9596	56.1404	7,793	9,731	93,516	116,772	FT
Senior Property Management Specialist	40	46.0615	57.5192	7,984	9,970	95,808	119,640	FT
Senior Real Property Specialist	40	46.0615	57.5192	7,984	9,970	95,808	119,640	FT
Special Projects Manager	40	46.0615	57.5192	7,984	9,970	95,808	119,640	FT
Senior Accountant	41	47.2038	58.9615	8,182	10,220	98,184	122,640	FT
Senior Management Analyst	41	47.2038	58.9615	8,182	10,220	98,184	122,640	FT
Area Manager	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
Area Superintendent	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
District Clerk/Assistant to General Manager	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
GIS Program Administrator	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
Information Technology Program Administrator	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
Human Resources Supervisor	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
Senior Capital Project Manager	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
Senior Planner	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
Senior Resource Management Specialist	43	49.5692	61.9096	8,592	10,731	103,104	128,772	FT
Budget & Analysis Manager	48	55.9846	69.9173	9,704	12,119	116,448	145,428	FT
Finance Manager	48	55.9846	69.9173	9,704	12,119	116,448	145,428	FT
Human Resources Manager	48	55.9846	69.9173	9,704	12,119	116,448	145,428	FT
Information Systems & Technology Manager	48	55.9846	69.9173	9,704	12,119	116,448	145,428	FT
Engineering & Construction Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Land & Facilities Services Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Natural Resources Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Operations Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Planning Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Public Affairs Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Real Property Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Visitor Services Manager	51	60.2481	75.2481	10,443	13,043	125,316	156,516	FT
Assistant General Counsel I	53	63.2596	79.0096	10,965	13,695	131,580	164,340	FT
Assistant General Counsel II	55	66.4269	82.9615	11,514	14,380	138,168	172,560	FT
Assistant General Manager	59	73.2404	91.4654	12,695	15,854	152,340	190,248	FT
Chief Financial Officer/Director Administrative Services	59	73.2404	91.4654	12,695	15,854	152,340	190,248	FT

* OST will receive an additional 1% stipend for Class A or B license; Lead OST 1% for Class A.

Board Appointee Group Compensation	Hourly	Monthly	Annual	Effective	Last Revised
General Manager	\$108.1731	\$18,750	\$225,000	6/13/2018	12/13/2017
Controller - Part-time position	\$84.9750	\$3,682	\$44,187	12/13/2017	11/1/2016
General Counsel	\$110.3072	\$19,120	\$229,439	12/13/2017	7/1/2016
Elected Officials Compensation	Per Meeting		Monthly Maximum	Effective Date	
Board Director	\$100.00		\$500.00	1/1/2006	

The District's Personnel Policies and Procedures provide that the compensation for an employee's temporary out-of-class / Acting Assignment

shall be at least 5% but not more than 10% more than her/his current salary. Pursuant to Government Code 20480, out of class appointments shall not exceed a total of 960 hours in each fiscal year.