



Midpeninsula Regional
Open Space District

R-21-07
Meeting 21-01
January 13, 2021

AGENDA ITEM 9

AGENDA ITEM

Approval of Salary Adjustments and Amended Employment Agreement for Board Appointee
General Counsel

BOARD APPOINTEE EVALUATION COMMITTEE'S RECOMMENDATIONS

As a result of the Board's evaluation of the performance of the District's Board Appointees for Fiscal Year 2019-20, the Board Appointee Evaluation Committee recommends the following compensation adjustments for the General Counsel for Fiscal Year 2020-21: Adjust the General Counsel's base salary upward to \$236,775, plus a one-time merit pay bonus of \$11,839.

The Board Appointee Evaluation Committee recommends the adoption of the attached resolution approving the salary adjustments set out in Recommendations and authorizing the Board President to execute an amended Board Appointee Employment Agreement.

DISCUSSION

The Board Appointee Evaluation (BAE) Committee was established to conduct the evaluation process for its Appointees. The BAE Committee was instructed to serve as the District's negotiator and met with the Board Appointees to discuss their performance and compensation. The Board has three appointees: the General Manager, the Controller, and the General Counsel.

The Board, working through the BAE Committee, implemented this process and completed this year's annual evaluation of the performance of the General Counsel, during the June through September 2020 time period.

The General Counsel met all performance goals and standards as well as critical deadlines for FY2019-20. The Board is particularly pleased with the General Counsel's outstanding and superior performance during this evaluation period. The General Counsel and her team have performed well and have provided solid legal support to the District's Board, executive team and staff especially during a very challenging year. She has kept the Board informed of all legal matters requiring attention and continued to provide timely legal updates.

The BAE Committee recommends an increase in the General Counsel's base salary after comparisons were made with the market and comparable agencies. Additionally, due to her outstanding performance in FY2019-20, the BAE Committee recommends providing the General Counsel with a one-time merit bonus as noted above.

The salary changes recommended by the BAE Committee necessitate a change to the General Counsel's Agreement. The merit pay provision was changed to align all three Board Appointed Employees' Agreements. Additional changes were made to the Agreement to attempt to eliminate the need to amend the Employment Agreement each year, instead future salary changes will be adopted through the Board adopted Classification Plan, also the Agreement will renew automatically unless a Notice of Non-Renewal is adopted by the Board.

BOARD COMMITTEE REVIEW

The recommended performance review and salary adjustments were thoroughly reviewed by the Board Appointee Evaluation Committee, prior to review by the Board.

FISCAL IMPACT

For the General Counsel: Total of the annual salary plus adjustment = \$236,775 with a one-time merit pay bonus of \$11,839.

PUBLIC NOTICE

All public noticing requirements of the Brown Act have been met. No additional notice is necessary.

CEQA COMPLIANCE

This item is not subject to the California Environmental Quality Act (CEQA).

NEXT STEPS

If approved, the compensation adjustment and merit bonus will be implemented as set out in the Resolution attached, and the employment agreement will be amended accordingly.

Attachments:

1. Resolution Approving Salary Adjustment and Amended Employment Agreement for General Counsel
2. Amended General Counsel Employment Agreement

Submitted by: Board Appointee Evaluation Committee
Director Holman
Director Siemens
Director Riffle, Chair

Staff Contact:
Candice Basnight, Human Resources Manager

RESOLUTION NO. 21-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDPENINSULA REGIONAL OPEN SPACE DISTRICT APPROVING AN AMENDED CLASSIFICATION AND COMPENSATION PLAN, AN AMENDED EMPLOYMENT AGREEMENT, A SALARY INCREASE AND A ONE-TIME MERIT PAY BONUS FOR THE DISTRICT’S GENERAL COUNSEL

WHEREAS, effective July 11, 2018, the Board of Directors of the Midpeninsula Regional Open Space District entered into a District General Counsel Employment Agreement (“Agreement”) with Hilary Stevenson, employing her as the District’s General Counsel; and

WHEREAS, the Agreement provides for an annual review of the General Counsel’s performance and determination of meritorious pay, which the Board has completed; and

WHEREAS, the Board is very pleased with the General Counsel’s superior and outstanding performance during this evaluation period. She provided excellent legal advice especially during a very challenging year and keep the Board informed of all legal matters requiring attention. She met or exceeded all of the goals previously set for her during her last review; and

WHEREAS, the Board, based on its annual review of the General Counsel’s performance and comparisons with the market and comparable agencies, and based on her outstanding performance during FY2019-20, desires to adjust the General Counsel’s base salary upward to \$236,775 plus a one-time merit pay bonus of \$11,839.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Midpeninsula Regional Open Space District as follows:

1. The General Counsel’s base salary shall be adjusted to \$236,775 retroactive to July 1, 2020 for Fiscal Year 2020-21.
2. The District’s Classification and Compensation Plan, Resolution No. 20-19 as amended, shall be updated to incorporate this increase and set forth in the exhibit attached hereto and incorporated herein as Exhibit A.
3. The President of the Board of Directors or other authorized Board Officer shall execute an Amendment to the District General Counsel’s Employment Agreement reflecting the salary increase.
4. The Board grants the General Counsel a one-time merit pay bonus of \$11,839.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on _____, 2021, 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:

Hilary Stevenson, 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.

Jennifer Woodworth, District Clerk

Exhibit A: Classification and Compensation Plan

Midpeninsula Regional Open Space District - CLASSIFICATION & COMPENSATION PLAN

Fiscal Year 2020/2021 - Effective January 13, 2021 (Pay Period 21-02)

Last revised: 01/13/2021, 6/24/2020, 11/13/19, 6/26/2019, 3/27/2019, 2/27/2019, 12/12/2018, 11/19/2018, 10/10/2018, 9/26/2018

Classification Title	Step Range #	Hourly Range \$		Monthly Range \$		Annual Range \$		Full/Part Time
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Seasonal Open Space Technician	6	21.9638	27.4232	3,807	4,753	45,685	57,040	PT
Seasonal Ranger Aide	6	21.9638	27.4232	3,807	4,753	45,685	57,040	PT
Seasonal Ranger	16	28.0347	35.0009	4,859	6,067	58,312	72,802	PT
Administrative Assistant	20	30.9095	38.5816	5,358	6,687	64,292	80,250	FT
Farm Maintenance Worker	20	30.9095	38.5816	5,358	6,687	64,292	80,250	FT
Open Space Technician*	20	30.9095	38.5816	5,358	6,687	64,292	80,250	FT
Accounting Technician	22	32.4414	40.5108	5,623	7,022	67,478	84,262	FT
Human Resources Technician	22	32.4414	40.5108	5,623	7,022	67,478	84,262	FT
Information Technology Technician I	22	32.4414	40.5108	5,623	7,022	67,478	84,262	FT
GIS Technician	23	33.2609	41.5320	5,765	7,199	69,183	86,387	FT
Facilities Maintenance Specialist	24	34.0616	42.5469	5,904	7,375	70,848	88,498	FT
Lead Open Space Technician*	24	34.0616	42.5469	5,904	7,375	70,848	88,498	FT
Risk Management Coordinator	24	34.0616	42.5469	5,904	7,375	70,848	88,498	FT
Senior Administrative Assistant	24	34.0616	42.5469	5,904	7,375	70,848	88,498	FT
Visitor Services Program Coordinator	25	34.9190	43.6061	6,053	7,558	72,632	90,701	FT
Volunteer Program Lead	25	34.9190	43.6061	6,053	7,558	72,632	90,701	FT
Ranger	26	35.7637	44.6652	6,199	7,742	74,388	92,904	FT
Senior Finance & Accounting Technician	26	35.7637	44.6652	6,199	7,742	74,388	92,904	FT
Executive Assistant	27	36.6588	45.7874	6,354	7,936	76,250	95,238	FT
Information Technology Technician II	27	36.6588	45.7874	6,354	7,936	76,250	95,238	FT
Public Affairs Specialist I	27	36.6588	45.7874	6,354	7,936	76,250	95,238	FT
Equipment Mechanic/Operator	28	37.5604	46.8968	6,510	8,129	78,126	97,545	FT
Lead Ranger	28	37.5604	46.8968	6,510	8,129	78,126	97,545	FT
Property Management Specialist I	28	37.5604	46.8968	6,510	8,129	78,126	97,545	FT
Real Property Specialist I	28	37.5604	46.8968	6,510	8,129	78,126	97,545	FT
Executive Assistant/Deputy District Clerk	29	38.4998	48.0695	6,673	8,332	80,080	99,985	FT
Executive Assistant/Legal Secretary	29	38.4998	48.0695	6,673	8,332	80,080	99,985	FT
Planner I	29	38.4998	48.0695	6,673	8,332	80,080	99,985	FT
Data Analyst I	30	39.4391	49.2483	6,836	8,536	82,033	102,436	FT
Resource Management Specialist I	30	39.4391	49.2483	6,836	8,536	82,033	102,436	FT
Accountant	31	40.4226	50.4713	7,007	8,748	84,079	104,980	FT
Capital Project Manager II	31	40.4226	50.4713	7,007	8,748	84,079	104,980	FT
Environmental Education Specialist	31	40.4226	50.4713	7,007	8,748	84,079	104,980	FT
Interpretive Specialist	31	40.4226	50.4713	7,007	8,748	84,079	104,980	FT
Management Analyst I	31	40.4226	50.4713	7,007	8,748	84,079	104,980	FT
Planner II	31	40.4226	50.4713	7,007	8,748	84,079	104,980	FT
Data Analyst II	34	43.4737	54.2980	7,535	9,412	90,425	112,940	FT
Resource Management Specialist II	34	43.4737	54.2980	7,535	9,412	90,425	112,940	FT
Grants Program Manager	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Interpretation & Education Program Manager	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Maintenance, Construction & Resource Supv.	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Management Analyst II	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Procurement & Contracting Agent/Specialist	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Property Management Specialist II	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Real Property Specialist II	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Supervising Ranger	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Training & Safety Specialist	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Volunteer Program Manager	35	44.5580	55.6472	7,723	9,646	92,681	115,746	FT
Applications Engineer	36	45.6550	57.0089	7,914	9,882	94,962	118,579	FT
Public Affairs Specialist II	36	45.6550	57.0089	7,914	9,882	94,962	118,579	FT
Data Administrator	38	47.9308	59.8709	8,308	10,378	99,696	124,531	FT

Classification Title	Step Range #	Hourly Range \$		Monthly Range \$		Annual Range \$		Full/Part Time
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
Governmental Affairs Specialist	38	47.9308	59.8709	8,308	10,378	99,696	124,531	FT
Senior Technologist	38	47.9308	59.8709	8,308	10,378	99,696	124,531	FT
Capital Project Manager III	39	49.1286	61.3461	8,516	10,633	102,187	127,600	FT
Capital Projects Field Manager	39	49.1286	61.3461	8,516	10,633	102,187	127,600	FT
Facilities Maintenance Supervisor	39	49.1286	61.3461	8,516	10,633	102,187	127,600	FT
Planner III	39	49.1286	61.3461	8,516	10,633	102,187	127,600	FT
Public Affairs Specialist III	39	49.1286	61.3461	8,516	10,633	102,187	127,600	FT
Resource Management Specialist III	39	49.1286	61.3461	8,516	10,633	102,187	127,600	FT
Special Projects Manager	40	50.3327	62.8528	8,724	10,894	104,692	130,734	FT
Senior Accountant	41	51.5810	64.4289	8,941	11,168	107,288	134,012	FT
Senior Management Analyst	41	51.5810	64.4289	8,941	11,168	107,288	134,012	FT
Area Manager	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Area Superintendent	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
District Clerk/Assistant to General Manager	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
GIS Program Administrator	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Human Resources Supervisor	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Information Technology Program Administrator	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Senior Capital Project Manager	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Senior Planner	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Senior Property Management Specialist	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Senior Real Property Specialist	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Senior Resource Management Specialist	43	54.1656	67.6503	9,389	11,726	112,664	140,713	FT
Budget & Analysis Manager	48	61.1759	76.4005	10,604	13,243	127,246	158,913	FT
Finance Manager	48	61.1759	76.4005	10,604	13,243	127,246	158,913	FT
Human Resources Manager	48	61.1759	76.4005	10,604	13,243	127,246	158,913	FT
Information Systems & Technology Manager	48	61.1759	76.4005	10,604	13,243	127,246	158,913	FT
Engineering & Construction Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Land & Facilities Services Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Natural Resources Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Operations Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Planning Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Public Affairs Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Real Property Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Visitor Services Manager	51	65.8347	82.2256	11,411	14,252	136,936	171,029	FT
Assistant General Counsel I	53	69.1255	86.3359	11,982	14,965	143,781	179,579	FT
Assistant General Counsel II	55	72.5865	90.6543	12,582	15,713	150,980	188,561	FT
Assistant General Manager	59	80.0317	99.9467	13,872	17,324	166,466	207,889	FT
Chief Financial Officer/Director Administrative Services	59	80.0317	99.9467	13,872	17,324	166,466	207,889	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	\$124.9399	\$21,656	\$259,875	7/1/2020	1/13/2021
Controller - Part-time position	\$92.8519	\$4,024	\$48,283	7/1/2020	1/13/2021
General Counsel	\$113.8341	\$19,731	\$236,775	7/1/2020	1/13/2021
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.

**MIDPENINSULA REGIONAL OPEN SPACE DISTRICT GENERAL COUNSEL
AMENDED EMPLOYMENT AGREEMENT**

This Amended Employment Agreement ("Agreement") is made this __ day of January 2021, by and between Midpeninsula Regional Open Space District, a California public entity ("District"), and Hilary Stevenson ("Employee" or "General Counsel").

1. Appointment of District General Counsel

Effective July 11, 2018, Employee was appointed and employed as the District's General Counsel. The original Employment Agreement was amended by this Agreement effective July 1, 2020.

2. Essential Duties

The General Counsel shall perform his or her duties 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.

A. Administrative Duties

- 1) The General Counsel shall attend all regular and special meetings of the District . Board of Directors ("Board") as needed, and may, when appropriate, delegate this duty to an Assistant General Counsel. The General Counsel's duties in this connection shall be to render advice and opinions with respect to legal matters which may arise during such meetings, except legal matters which may pertain to proceedings wherein specialized legal services are to be provided by special counsel or which do not fall within the General Counsel's scope of duties.
- 2) The General Counsel shall also attend meetings of committees and staff of the District when requested to do so by the Board or the General Manager and when necessary to render legal advice to committees and project teams.
- 3) When requested to do so by the Board, General Manager, or department managers, the General Counsel shall prepare and review resolutions, notices, contracts, leases, ordinances and other legal documents and papers in matters pertaining to the District, and shall also examine for legal sufficiency all documents submitted to him or her by the District.
- 4) The General Counsel shall perform legal research as required to attend to the legal needs of the District and shall review legislation and court decisions to determine their effect upon District affairs.

- 5) The General Counsel shall cooperate with and assist the District, its officers, directors, agents and employees on all general legal matters pertaining to the District, including the enforcement of District Laws, ordinances and codes.
- 6) The General Counsel shall also perform such other related and appropriate legal services for the District as may be requested by the Board or the General Manager.
- 7) The General Counsel shall properly supervise, evaluate and manage those District employees that report to him or her.
- 8) The General Counsel shall be responsible for the District's risk management program in coordination with the California Joint Powers Insurance Authority for all matters except the Worker's Compensation Program.

B. Litigation Duties

When requested to do so by the District Board of Directors, the General Counsel shall represent the District in legal and administrative proceedings to which the District may be a party. In the alternative the General Counsel may recommend outside litigation counsel and shall provide general oversight.

3. Acting General Counsel

The General Counsel shall select the District's Assistant General Counsel to act as General Counsel to the District in cases where the General Counsel is unable to act due to illness, vacation or other reason. The selection of Acting General Counsel shall be subject to the approval of the Board where the appointment exceeds three weeks.

4. Other Duties and Responsibilities

It is recognized that the District normally contracts with special counsel in certain matters pertaining to the District, such as employment and labor relations, worker's compensation, general liability and bond issues. In the event legal services are provided by special counsel, the General Counsel will be responsible for general oversight in such cases to ensure the District is effectively represented in a high quality and cost-effective manner and for providing general legal assistance and support to the special counsel as needed.

5. Compensation and Benefits

- A. Salary: The General Counsel's original, annual base salary was \$205,000. Future compensation shall be set by the Board adopted Classification and Compensation Plan.
- B. Annual Salary Adjustment and Performance Review: The Board shall annually review the General Counsel'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 I-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 the General Counsel.
- C. Merit Pay: The District may grant the General Counsel a merit pay increase, over and above the General Counsel's then current annual base salary. Typical merit pay will be in the range of 0% to 5%. Following an extraordinary year including outstanding performance the Board may decide to grant merit pay up to 7% of base salary. Such merit pay shall be based on the Board's annual review of the General Counsel'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 superior performance during the previous year of service. Merit pay will be based upon overall performance, including, but not limited to, completion of items on General Counsel's annual Performance Objectives and Goals as well as performance in response to unanticipated projects and exceptional professional and managerial achievements.
- D. Leave and Holidays: The General Counsel shall earn vacation, personal, administrative 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 Counsel 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 ("PERS") 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. Employee 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 Counsel's normal 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 Counsel 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 Counsel 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 I25 as provided in the Manual.
- G. Mileage Allowance: The General Counsel 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 Counsel's membership or participation in organizations and conferences necessary and desirable for his or 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 Counsel for travel expenses consistent with the District's travel, lodging, and meal reimbursement policy.

6. Term of Agreement

The General Counsel began service under the prior Agreement on July 11, 2018 ending on June 30, 2019, after which it became a month to month agreement. This amended Agreement shall commence on July 1, 2020 and shall automatically renew each year, effective every July 1 unless terminated by the delivery of an Election of Non-Renewal by either party by no later than May 30 of the then current term. Notice of an Election of Non-Renewal shall be conveyed by written notice to the other party.

7. Termination and Severance Pay

Notwithstanding any other provision, the General Counsel is and at all times shall remain an at-will employee serving at the pleasure of the Board and maybe 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 Counsel of continued District employment.

The General Counsel may terminate this Agreement upon 60 calendar days' written notice to the Board President. In the event the General Counsel resigns or retires, or upon his or her death, the General Counsel shall not be entitled to, nor shall he or she receive, any severance pay as set forth in this Paragraph 7.

In the event that the District terminates this Agreement for reasons other than cause, either through a Notice of Non-Renewal or termination, the District shall compensate the General Counsel 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 Counsel 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 Counsel may receive from the District shall be fully reimbursed to the District if the General Counsel 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, then the Board shall provide the General Counsel 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 Counsel any severance pay if the Board terminates this Agreement for cause. The General Counsel will be provided an opportunity to request a meeting with the Board, which meeting will be held within 30 calendar days of the General Counsel's request. Said meeting may be in closed session, unless the General Counsel 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 General Counsel'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;
- m. Other failure of good behavior either during or outside of employment such that General Counsel's conduct causes discredit to the District;
- n. Violation of the Political Reform Act or corresponding regulations;
- o. Loss or disbarment or suspension of California State Bar license, and/or
- p. Violation of Government Code Section 1090.

8. 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.

9. 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.

10. 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 Counsel.

11. 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.

12. 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 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, CA 94022

To the General Counsel: Hilary Stevenson, General Counsel
[at his or her last known home address as reflected in the District's personnel records]

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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective this ___ day of January 2021, at Los Altos, California.

MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT:

GENERAL COUNSEL:

By: _____
Board President Karen Holman

Hilary Stevenson

Date: _____

Date: _____

ATTEST: _____
Jennifer Woodworth, District Clerk

Approved as to Form
Gary M. Baum, Outside Counsel