



Midpeninsula Regional  
Open Space District

R-12-24  
Meeting 12-08  
February 29, 2012

## **AGENDA ITEM 7**

### **AGENDA ITEM**

Approval of Revision to General Manager Employment Agreement Regarding Vehicle Allowance and Technical Amendments

### **AD HOC BOARD APPOINTEE EVALUATION COMMITTEE'S RECOMMENDATION**

1. Adopt the attached resolution authorizing the Board President to execute the revised General Manager Employment Agreement Regarding Vehicle Allowance and other technical revisions.

### **SUMMARY**

As part of his employment agreement, the General Manager currently receives a monthly vehicle allowance. Administration of this allowance by the District's accounting staff requires staff time to perform the associated tasks to account for mileage and calculate taxable income. The General Manager has requested that the vehicle allowance be deleted from his employment agreement and in lieu thereof included in his salary to eliminate this administrative task. The Board Appointee Evaluation Committee recommends approval of the request.

### **DISCUSSION**

The District's original employment agreement with the General Manager included a vehicle allowance of \$400.00 per month as part of his total compensation (See Report R-09-88). As a result, the General Manager currently receives a check for \$400.00 each month as a result of the significant use of his private vehicle for District business.

This requires the issuance of a separate check by the accounting staff each month. It also requires the General Manager to keep a monthly ledger of all business mileage which he then provides to accounting staff. Accounting staff uses that information to calculate taxable income. Because mileage varies monthly, so does this calculation.

The General Manager is requesting that the Board approve an amendment to his employment agreement to delete this vehicle allowance and include the sum in his annual salary, thereby eliminating these administrative tasks and process.

The Ad Hoc Board Appointee Evaluation Committee recommends approval of this request and recommends the Board approve the attached resolution amending the General Manager's employment agreement accordingly.

General Counsel has prepared the proposed amended Employment Agreement and has advised that technical amendments be made to sections of the Agreement regarding PERS and eligibility for merit pay to reflect the Board's policy regarding special compensation for the Board Appointee Group. These changes will conform to the provisions of the General Counsel's employment agreement and PERS regulations.

**FISCAL IMPACT**

The recommended action will result in approximately \$1,046 in annual cost due to PERS reporting and payment requirements for the slight increase in the General Manager's annual salary.

**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 amended employment agreement will go into effect immediately.

Attachments:

1. Resolution Approving Employment Agreement for the General Manager
2. Redline of Employment Agreement with General Manager Showing Revisions

Submitted by:  
Ad Hoc Board Appointee Evaluation Committee  
(President Riffle, Directors Cyr and Harris)

Contact Person:  
President Riffle

**RESOLUTION NO. 12-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDPENINSULA  
REGIONAL OPEN SPACE DISTRICT APPROVING AN EMPLOYMENT  
AGREEMENT FOR THE DISTRICT GENERAL MANAGER**

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WHEREAS, effective July 8, 2009, the Board of Directors of the Midpeninsula Regional Open Space District entered into a District General Manager Employment Agreement (“Agreement”) with Stephen E. Abbors, employing him as the District’s General Manager; and

WHEREAS, effective July 14, 2010, the Board of Directors approved a First Amendment to the District General Manager Employment Agreement; and

WHEREAS, the General Manager has requested that the Board approve an amendment to his employment agreement deleting the monthly vehicle allowance and in lieu thereof including this amount in his annual salary, and the Board desires to grant this request to eliminate unneeded administrative tasks and to make other technical revisions;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Midpeninsula Regional Open Space District authorizes the President of the Board of Directors or other authorized Board Officer to execute the attached District General Manager Employment Agreement.

\* \* \* \* \*

## DISTRICT GENERAL MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this 29th day of February, 2012 by and between Midpeninsula Regional Open Space District, a California public agency (“District”), and Stephen E. Abbors (“General Manager”).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Designation of District General Manager

Effective April 14, 2008, Stephen E. Abbors is appointed and employed as General Manager of the District.

2. Essential Powers and Duties

- A) The General Manager's powers and duties shall be as specified in Sections 5538 and 5549 of the Public Resources Code of the State of California; and
- B) All duties, powers, and responsibilities as provided in the District Personnel Policies and Procedures Manual ("Manual"); and
- C) Such other duties as the Board of Directors may direct consistent with the District's enabling legislation; and
- D) The General Manager shall perform his duties and exercise his 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. As compensation for the services to be performed hereunder, the General Manager shall receive an annual salary at the rate of \$185,953.44, effective immediately.
- B) Annual Salary Adjustment and Performance review. The Board of Directors (“the Board”) shall annually review the General Manager’s performance pursuant to the Board’s labor policy “Board Appointee Employment Class: Annual Evaluation System and Form”. The Board may review his performance at any time as determined necessary and appropriate by the Board. At the time of the annual performance review, or such other time as determined appropriate by the Board, the parties may propose to modify or amend this Agreement and the Board may consider an annual salary adjustment for the General Manager. Any such annual salary adjustment shall be effective on April 1<sup>st</sup>.

- C) Meritorious Pay. The District may grant the General Manager a meritorious pay award, ranging from 0% to 5%, over and above the General Manager's annual salary and in addition to consideration of a possible annual salary adjustment. Such meritorious pay shall be based on the Board's annual review of the General Manager's performance and pursuant to the Board's labor policy "Board Appointee Employment Class: Annual Evaluation System and Form" which sets out the conditions and eligibility for such merit pay and the criteria and objectives to be considered during the evaluation. Meritorious Pay shall not be a salary adjustment, but rather recognition for performance during the previous year of service.
- D) Vacation, Holiday, and Sick Leave. Upon commencement of his employment, the General Manager shall be credited with forty (40) hours of vacation leave and forty (40) hours of sick leave. Thereafter, the General Manager shall earn vacation leave at the rate of a regular full time employee with 10-14 years of service (equivalent to 20 days per year) in accordance with the Manual. The General Manager shall also earn holiday, personal, administrative and sick leave at the current rate of accrual for Department Managers in accordance with the Manual. After the one-year anniversary date of the General Manager's employment, the General Manager may elect to cash-out up to eighty (80) hours of accrued vacation leave in any calendar year.
- E) Retirement Plan. The District contracts with the California Public Employees' Retirement System (PERS) to provide its employees the Local Miscellaneous 2.5% at 55 retirement plan ("the Plan"). Pursuant to the District's labor policy for the Board Appointee Group, the District shall pay the same percentage of the General Manager's required employee contribution to PERS as it pays for other District employees, if any, resulting in an Employer Paid Member Contribution ("EPMC") and will pay the District's employer contribution in accordance with the District's Plan. The District currently pays all but 2% of the General Manager's required 8% employee contribution. This payment may change from time to time as may the employer contribution.
- F) Benefit Plans. The District shall pay the full premium for the General Manager and his dependents for enrollment in any medical insurance plan offered by the District. The District shall also provide dental, vision, life insurance, and other benefits available to management employees in accordance with the Manual and as approved by the Board of Directors from time to time, including, but not limited to, participation in the sick leave conversion program. The District will also provide the cafeteria plan in accordance with Internal Revenue Code Section 125 as provided in the Manual.
- G) Membership and Conferences. The District shall pay for the General Manager's membership or participation in the National Recreation and Parks Association (NRPA), the California Parks and Recreation Society (CPRS), the California Association of Regional Park and Open Space Administrators (CARPOSA), and such other organizations and conferences as may be approved by the District

Board, in addition to any membership payments offered to employees in the Manual.

H) Special Compensation. The District shall report the value, if any, of EPMC to PERS as special compensation. In the event that for any reason PERS disallows any of General Manager's salary or compensation to be included in the calculation of the value of the General Manager's retirement benefit, the General Manager shall have no claim or recourse of any kind against the District.

I) Severance Pay. In the event that the District terminates the General Manager's employment for reasons other than cause, the Board shall compensate the General Manager in the amount equal to six (6) months' compensation based upon the General Manager's salary as of the date of termination. As used in this Section, "cause" shall mean malfeasance, commitment of an illegal act or current substance abuse. A termination for cause shall also include an agreement by the District that the General Manager may resign in lieu of termination for cause.

#### 5. Termination

The General Manager may terminate this Agreement upon sixty (60) days' written notice to District. In the event the General Manager resigns or retires, he shall not be entitled to any severance pay as set out in Section 4 of this Agreement. The General Manager is an at-will employee serving at the pleasure of the District Board of Directors and may be discharged at any time without cause, subject to the provisions of Section 4 hereinabove. There is no express or implied promise made to the General Manager of continued District employment.

#### 6. Entire Agreement

This instrument contains the entire agreement of the parties and may be changed only by an agreement in writing signed by the parties hereto.

#### 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.

#### 8. Amendment

No amendment, alteration, or variation in the terms of this Agreement is valid unless made in writing and signed by both parties.

9. Notices

Any notices to be given by either party to the other shall be made in writing, by either personal delivery or by mail, registered or certified, postage prepaid, with return receipt requested. Notices delivered personally shall be deemed received as of actual receipt; mailed notices shall be deemed received as of five days after the date postmarked. 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 Manager: Stephen E. Abbors, General Manager  
Midpeninsula Regional Open Space District  
330 Distel Circle  
Los Altos, CA 94022

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement effective this 29th day of February, 2012 at Los Altos, California.

MIDPENINSULA REGIONAL OPEN  
SPACE DISTRICT:

GENERAL MANAGER:

By: \_\_\_\_\_  
Curt Riffle, President

\_\_\_\_\_  
Stephen E. Abbors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle Radcliffe District Clerk

\_\_\_\_\_  
Susan Schectman, General Counsel