



OJAI VALLEY SANITARY DISTRICT

A Public Agency

1072 Tico Road, Ojai, California 93023

(805) 646-5548 • FAX (805) 640-0842

www.ojaisan.org

NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the Ojai Valley Sanitary District Board of Directors will hold a special meeting at 6:00 p.m. on Monday August 29, 2011 at the District Office located at 1072 Tico Road, Ojai, California.

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 646-5549. (Govt. Code Section 54954.1 and 54954.2(a).

The Ojai Valley Sanitary District Board of Directors encourages all interested parties to speak on any issue or subject matter subject to the District's jurisdiction. It is the desire of the Board that its business be conducted in an orderly and efficient manner.

PUBLIC INPUT:

All comments from the public are to be addressed to the Board of Directors, not to District Staff, Consultants or District Legal Counsel.

Items Not On The Agenda:

All speakers are requested to fill out a **Speaker Card (Green)** and submit it to the Clerk of the Board. All speakers are requested to present their information to the Board as concisely as possible with a three (3) minute time limit. This time limit may be modified by the Board Chairperson if necessary. If a member of the **public does not wish to speak** but wishes the Board to have benefit of their position on an issue, **they can present a Comment Card (Peach)** which will be acknowledged by the Chairperson. No response will be given or action taken unless an emergency exists as defined in subdivision (b) of the Government Code 54954.2. Items requiring action will be referred to staff or placed on a subsequent agenda.

Items On The Agenda:

All speakers are requested to fill out a **Speaker's Card (Green)** and submit it to the Clerk of the Board before the item is taken up for consideration. All speakers are requested to present their information to the Board as concisely as possible with a three (3) minute time limit. Allowing an individual to speak more than three minutes is at the discretion of the Chairperson of the Board. Speakers are encouraged to refrain from restating previous testimony. If a member of the **public does not wish to speak** but wishes the Board to have benefit of their position on an issue, they can present a **Comment Card (Peach)** which will be acknowledged by the Chairperson.

AGENDA

The agenda is posted at the District Office no later than 24 hours preceding this Board meeting, and contains all items on which Board action will be allowed pursuant to Government Code Section 54956. Action will be taken on unanticipated items only when an emergency (as defined in Section 54956.5) exists or as otherwise allowed under Section 54954.2(b). All Board meetings are tape recorded in their entirety (excluding authorized closed sessions).

The business to be transacted is as follows:

SPECIAL MEETING - AGENDA

August 29, 2011

Page 2

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Additions or amendments to the Agenda (Special Meeting None Permitted)**
5. **Public Concerns** (items not on the agenda - three minute limit).

This is an opportunity for members of the public to speak on items not on the agenda.

6. **Board Concerns** (Items not on the agenda - three-minute limit)

ACTION ITEMS:

7. **Consideration of General Manager's Contract**
 - a. Consider the terms of the General Manager's employment contract; and
 - b. If appropriate, consider approval of the contract.

INFORMATION ITEMS

8. **Oral Reports On Meetings, Seminars, or Conferences Attended**
9. **Discussion** (items not on the agenda - three-minute limit)
 - a. Public - (Public is requested to present completed speaker's card to Clerk of the Board)
 - b. Board Members
 - c. General Manager
10. **Adjournment**

A staff report providing more detailed information is available for most agenda items, and may be reviewed in the District office during regular business hours (Monday through Friday from 8 a.m. to 5 p.m.). Copies of individual reports may be requested from the Clerk of the Board (646-5548).

ATTEST TO POSTING:


Brenda Krout – Clerk of The Board

Aug. 26, 2011 @ 10:30 a.m.
**Date & Time Posted At
District Office**



OJAI VALLEY SANITARY DISTRICT

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August 26, 2011

Board of Directors
Ojai Valley Sanitary District
Ojai, CA 93023

CONSIDERATION OF GENERAL MANAGER'S CONTRACT

At your August 22, 2011 meeting, you announced that Jeff Palmer was offered and had accepted the position of District General Manager, pending finalizing the details of an Employment Agreement. District Legal Counsel (Mr. Zirbel) was directed to work with Mr. Palmer to draft an Employment Agreement acceptable to both the District and Mr. Palmer. It was agreed that the Board's Executive Committee would review the draft Agreement prior to it being presented to the Board.

The Executive Committee met today, August 26th, and reviewed the contents of the draft Agreement with Mr. Zirbel and Mr. Palmer. Minor modifications were made to the draft and the Committee unanimously supported presenting a recommendation to the Board to approve the Employment Agreement, as revised, between the District and Jeff Palmer for the position of General Manager. The final draft of the Agreement is attached for your consideration and has been signed by District Legal Counsel and Mr. Palmer.

If the Agreement is approved as presented, Mr. Palmer will assume the role of District General Manager on Monday September 12, 2011.

If you have any questions or need additional information please call me at 646-5548.

If you have any questions or need additional information please call me at 646-5548.

RECOMMENDATION

It is recommended the Board:

- a. Approve the terms and conditions of the Employment Agreement between Jeff Palmer and the District as presented; and
- b. Authorize the Chairman to sign the approved Employment Agreement.

Brenda Krout
Co-Interim General Manager

Enc.

ORIGINAL

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into as of August 29, 2011 by and between the Ojai Valley Sanitary District (hereinafter "District") and Jeff Palmer.

RECITALS

A. The District has offered the position of General Manager to Jeff Palmer (hereinafter "General Manager") and he desires to accept such employment based upon the terms and conditions contained in this Agreement.

B. In reaching this Agreement, the Board of Directors of the District (the "Board") has acted on behalf of the District. The parties acknowledge that all decisions with respect to this Agreement and operations under it by or for the District shall be made by the Board.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

1. **Employment.** The Board hereby appoints the General Manager and the General Manager accepts employment with the District, on the terms and conditions set forth herein.

2. **Position and Duties.**

2.1. **General.** The General Manager shall serve as General Manager of the District. In that capacity he shall be accountable and responsive to the Board and shall assume overall responsibility for the management of the operations of the District, subject, however, to all applicable laws, rules and regulations and to the policies and directions heretofore and from time to time established by the Board. The General Manager shall exercise exclusive and direct administrative and functional authority over all employees and contractors of the District.

2.2. **Representative Duties.** Under the direction of the Board, the General Manager shall plan, organize, direct, and control the activities and operations of the District, including wastewater treatment, collection, and administration; develop policy recommendations for action by the Board; and provide highly responsible and complex administrative support to the Board. He shall have authority to assign work activities and exercise direct supervision over all District personnel. In the performance of his duties, the General Manager shall direct activities of all District operations; plan, direct, oversee, and participate in the development of the District's work plan, operations and programs; develop and implement budgets and short and long-range financial planning; develop and implement tactical and strategic plans; compile and organize pertinent information in preparation for presentation to the Board; develop, negotiate, administer, and review District contracts and formal agreements, represent the District to outside groups, contractors, and organizations; interface and coordinate with outside agencies; participate in outside community and professional group committees; and perform related duties as required.

2.3. Exclusive Employment. The General Manager shall not accept other employment or perform other services for compensation without first having obtained permission from the Board, which the Board may withhold in its sole discretion. The Board hereby gives the General Manager permission to complete remaining work required under Matilija Consulting's currently remaining obligations which shall terminate no later than January 1, 2012.

2.4. District Employee Policies. The employment of the General Manager shall be, except as otherwise provided in this Agreement or any future written amendments to it, in accordance with the policies, rules, and regulations of the District established for the District's employees as such policies, rules, and regulations presently exist or may be changed or modified by the Board from time to time in the future.

2.5. Progress and Development Review. The parties agree that the General Manager and the Board shall hold meetings at least once a year to review and discuss the General Manager's development and progress with respect to the Board's policies, objectives, and goals for the District and for the General Manager. In the first year of this Agreement, the General Manager and Board shall hold development reviews after three (3) months and again after six (6) months.

3. Commencement of Employment. The General Manager's employment shall commence September 12, 2011.

4. Termination of Employment. The General Manager's employment hereunder may be terminated only according to the provisions of this section:

4.1 Termination Not For Cause. The Board may terminate the General Manager for reasons other than cause, upon thirty (30) days written notice upon the affirmative vote for termination by at least four (4) members of the Board.

If terminated under this provision prior to the six (6) month development review in the first year of this Agreement, the General Manager, upon executing an agreement releasing the District from further liability, will be paid severance consideration in the amount of his then current full gross salary, subject to normal withholding, for three (3) full calendar months following termination.

If terminated under this provision after the six (6) month development review in the first year of this Agreement, the General Manager, upon executing an agreement releasing the District from further liability, will be paid severance consideration in the amount of his then current full gross salary, subject to normal withholding, for six (6) full calendar months following termination.

4.2 Termination For Cause Or In The Event of Death. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall terminate upon the death of the General Manager or in the event the General Manager is terminated by the Board for "cause" as defined below. In the event of such termination for cause, the District shall be under no obligation to the General Manager under this Agreement except for prorated salary and benefits due and unpaid to the date of termination and except as otherwise expressly provided herein. "Cause" for termination of employment shall consist of any of the following acts or conditions on the part of the General Manager:

- (a) Willful breach of duties in the course of employment or persistent disregard of duties (including without limitation, failure to perform duties), and failure to correct such breach or disregard within thirty (30) days after written notice thereof; or
- (b) Conviction of a felony or the pleading of nolo contendere to a felony; or
- (c) Conviction of, or the pleading of nolo contendere to, any crime involving fraud, embezzlement or theft.

The affirmative vote of at least five (5) members of the Board shall be required for a finding of "cause" under this Section 4.2.

4.3 Disability Termination. Notwithstanding anything to the contrary in this Agreement, if the General Manager becomes (1) "permanently disabled," or (2) is otherwise unable to perform substantially his full, normal duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) months or more, the Board shall have the right to terminate this Agreement. In such event, however, the General Manager shall be compensated for any accrued, unpaid sick leave, vacation, holidays, and other accrued benefits and shall receive all short term and long term disability insurance benefits as may be provided for in District's Human Resources Policies applicable to disability termination.

For the purpose of the above, "permanently disabled" means the written opinion of at least two (2) licensed physicians appointed by the Board and acceptable to General Manager, to the effect that the General Manager will more likely than not ever again be able to perform substantially his full, normal duties as General Manager by reason of physical or mental disability, subject to the definition of "permanently disabled" in the District's short term and long term disability insurance program.

Subject to the provisions of District's short term and long term disability insurance program, the status of General Manager during any period of disability, prior to termination, shall be that of unpaid leave of absence, providing that nothing in this Section 4.3 shall impair or limit General Manager's right to receive his full sick leave benefits under applicable District rules.

4.4 At Will Employment / Resignation. The parties agree that the General Manager's employment shall be "at will" and that the Board retains the discretionary right to terminate the services of General Manager at any time. The parties expressly agree that employment pursuant to this "at will" provision is in the sole discretion of the Board, and that the provisions of, and benefits under, Section 4.1 to 4.3 inclusive shall not be construed to prevent the District from terminating this Agreement and the services of the General Manager at its sole discretion. Further, the General Manager shall have the right to resign from his position with the District at any time (i.e., from the first day of employment), agreeing, however, to make his best efforts to give at least forty-five (45) days prior written notice to the District.

5. Compensation.

5.1 Salary. District shall pay General Manager a salary at the rate of \$126,000.00 per year. The General Manager's performance shall be reviewed annually by the Board and following that review, his compensation may be adjusted as determined by the Board. The salary shall be payable in accordance with the District's general payroll policies. The District shall withhold or deduct from the General Manager's compensation in the amounts legally required to be so withheld or deducted.

5.2 Benefits. Except as specifically provided for in this Agreement, during his term of employment, the General Manager shall be entitled to the District's standard benefits package, as embodied in District's Human Resources Policy, Employee Handbook and other District regulations and administrative practices ("Human Resources Policies") from time to time, and applicable to General Manager. Such benefits shall include, but are not limited to, reimbursement of business expenses, vacation, sick leave, health insurance program for employee and eligible dependents, vision insurance program for employee and dependents, life insurance, long term and short term disability insurance, and a Public Employee Retirement System retirement plan. In addition to the above standard benefits, the District currently makes a deferred compensation program and a dental insurance plan available for participation by the employees at employee's cost. The parties agree that in lieu of the standard benefit provisions provided under the District personnel policies, District shall provide General Manager life insurance coverage equal to the General Manager's annual salary, and fully paid health insurance for General Manager and his dependents without participation in the District's cafeteria plan, and 20 days of paid vacation. Under the Human Resources Policies, the District shall provide to the General Manager, for District related use, a computer and a cell phone, in addition to all required office equipment. The District shall also provide a car to the General Manager for District use only.

6. Work Schedule. During employment with the District, General Manager shall devote his full productive time and best efforts to performing the General Manager's duties as may be necessary to fulfill the requirements of his position. The District expects that the performance of the duties of the General Manager should require at least forty (40) hours per week. General Manager acknowledges that proper performance of the duties of the General Manager will often require the performance of necessary services outside of normal business hours. However, the District intends that reasonable time off be permitted to General Manager, such as is customary for exempt employees, so long as the time off does not interfere with normal business. General Manager's compensation (whether salary or benefits or other allowances) is not based on hours worked and General Manager shall not be entitled to any compensation for overtime. General Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

7. Miscellaneous Provision.

7.1 Law Governing Agreement. This Agreement will be governed and construed in accordance with the laws of the State of California. The venue for any Superior Court action relating to this Agreement shall be Ventura County.

7.2 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the District and the General Manager with respect to the General Manager's employment hereunder. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by the Board and reduced to a fully executed written document.

7.3 Notices. All notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been given at the time of delivery if given in person or within twenty-four (24) hours after being sent by certified mail, postage prepaid, return receipt requested and addressed to the District at its principal administrative office, to the attention of its Board Chairperson with a copy to the Clerk of the Board, and to the General Manager at the latest address in the District's employment records or at any other address which a party shall give notice of pursuant to this Section.

7.4 Waiver. No waiver by either party hereto with respect to performance of any of the provisions of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

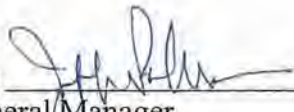
7.5 Severability. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

TO EVIDENCE THEIR AGREEMENT to the foregoing, the parties have executed this Agreement on the day and year first above written.

OJAI VALLEY SANITARY DISTRICT

JEFF PALMER

By: _____
Russ Baggerly, Chairman
Board of Directors

By: 
General Manager

ATTEST:

By: _____
William C. Murphy, Secretary
Board of Directors

APPROVED AS TO FORM:

ARNOLD BLEUEL LaROCHELLE MATHEWS & ZIRBEL, LLP

By: 
Mark A. Zirbel, District Counsel