



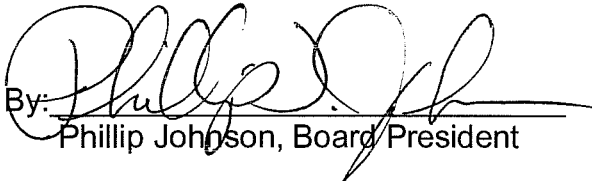
BIGHORN-DESERT VIEW WATER AGENCY

622 S. Jemez Tr., Yucca Valley, CA 92284 (760) 364-2315 FAX (760) 364-3412

CALL FOR A SPECIAL MEETING

A SPECIAL MEETING OF THE BOARD OF DIRECTORS
WILL BE HELD ON APRIL 8, 2008 AT 6:00 P. M.
IN THE AGENCY FACILITY LOCATED AT
1720 N. CHEROKEE TR.
LANDERS, CA

THIS SPECIAL MEETING IS CALLED BY THE UNDERSIGNED
FOR THE EXPRESS PURPOSES OUTLINED IN THE
ATTACHED AGENDA

By: 
Phillip Johnson, Board President

Date: April 7, 2008



BIGHORN-DESERT VIEW WATER AGENCY

BOARD OF DIRECTORS' SPECIAL MEETING AGENDA

BOARD MEETING OFFICE
1720 N CHEROKEE TR.
LANDERS, CALIFORNIA

APRIL 8, 2008
TUESDAY
6:00 P.M.

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- ROLL CALL
- APPROVAL OF THE AGENDA

Public participation- Public is invited to comment on any item on the agenda during discussion of that item. You may wish to submit your comments in writing to assure that you are able to express yourself adequately. In giving your public comment please state your name and have your information prepared. Due to time constraints a three minute time limit may be imposed. Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, please contact the Board Secretary during Agency business hours by calling 760-364-2315.

1. **PUBLIC PARTICIPATION-**Any person may address the Board on any matter within the District's jurisdiction on items not appearing on this agenda.
2. **EMPLOYMENT AGREEMENT WITH MARINA D. WEST-**Board to consider approval of and authorize execution of employment agreement with Marina D. West, P.G. for the position of General Manager of the Bighorn-Desert View Water Agency.
Requested by: Staff
3. **INTERIM GENERAL MANAGER'S REPORT-**Well 10 update.
Requested by: Staff
4. **DIRECTOR COMMENTS/REPORTS**
Requested by: Director Lisiewski
5. **ITEMS FOR NEXT AGENDA**
6. **ADJOURNMENT**

Bighorn Desert View Water Agency
SUPPLEMENTAL DATA SHEET
AGENDA ITEM

Special Meeting of the Board of Directors

April 8, 2007

Report to: President and Members of the Board
From: Ad Hoc Hiring Committee: Phil Johnson and Mike McBride

TOPIC: APPROVE AND AUTHORIZE EXECUTION OF EMPLOYMENT AGREEMENT WITH MARINA D. WEST, PG FOR THE POSITION OF GENERAL MANAGER OF THE BIGHORN DESERT VIEW WATER AGENCY WITH AN ANNUAL SALARY OF \$100,000, BENEFITS PACKAGE AND TERMS AND CONDITIONS AS SET FORTH IN THE EMPLOYMENT AGREEMENT

RECOMMENDATION: That the Board take the following action:

1. Approve employment agreement with Marina D. West, PG for the position of General Manager of the Bighorn Desert View Water Agency with an annual salary of \$100,000, benefits package and terms and conditions as set forth in the Employment Agreement; and,
2. Authorize Board president to execute employment agreement with Marina D. West, PG on behalf of bighorn desert view water agency.

HISTORY: An Ad Hoc Committee of the Bighorn Desert View Water Agency (BDVWA) was formulated to address the vacancy of General Manager following the resignation of Don Bartz on January 10, 2008. The position was then advertised beginning February 2, 2008 in local and regional publications. The job posting was closed on March 3, 2008. The Ad Hoc Committee reviewed all applications and short-listed three qualified candidates for formal interviews. On March 25, 2008 the Ad Hoc Committee reported on the hiring process, interviews and its recommendation of candidate Marina D. West, PG for hire pending further discussions of preferred salary, benefits, employment contract language, and necessary pre-employment reference, background and credit checks. These discussions and relevant investigations have concluded and the Ad Hoc Committee recommends that the Board approve the attached Employment Contract with Ms. West. In summary the Employment Contract calls for full-time employment with an annual salary of \$100,000, standard benefits as well as up to 4 hours per week for Ms. West to pursue an advanced business degree in public administration with an educational benefit of \$3,000 per year, a car allowance of \$500 per month and 40 hours administrative leave per year.

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into as of April _____, 2008, between Bighorn-Desert View Water Agency, a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, hereafter the "Agency," and Marina D. West, P.G., hereafter "General Manager."

Recitals

The Agency now desires to employ Marina D. West ,P. G., as its General Manager and General Manager is willing to accept such employment on the terms and conditions set forth below, which have been established by the Board of Directors of the Agency ("Board") following negotiations with General Manager.

Agreement

In consideration of the mutual promises and covenants contained herein, Agency and General Manager agree as follows:

1. **Employment.**

Agency hereby employs General Manager as General Manager of the Agency and hereby designates General Manager as the person who shall direct the Agency activities in connection with the development, production, treatment, storage, transmission and distribution of water for potable water uses, bulk water services and fire protection, including operations, maintenance and management in accordance with the directions and policy established by the governing Board of Directors from time to time, and shall do and perform all other services, acts, or things necessary or advisable to manage and conduct the business of the Agency consistent with her best professional judgment and as directed by the Board of Directors, including the approval of all checks but not including the execution of checks, and engaging in other necessary transactions involving Agency funds. General Manager hereby accepts such employment.

2. **Duties and Obligations of General Manager.**

During her employment with Agency, General Manager shall devote her full productive time and best efforts to the performance of her duties as may be necessary to fulfill the requirements of her position. The Agency expects that the performance of the duties of the General Manager should require at least 40 hours per week, of which up to 4 hours per week may be allocated to educational purposes.

3. **Relationship with Board.**

The Board shall direct the Agency only through the General Manager. Neither the Board nor any Agency Director shall give orders or instructions to any subordinates of the General Manager except for the purpose of inquiry. The General Manager shall take orders and instructions from the Board only when the Board acts in a duly convened meeting of the Board and from an individual Agency Director only when the Board has lawfully delegated its authority to give orders and instructions on that particular topic to that Director.

4. **Term of Employment.**

Subject to the earlier termination as provided in this Agreement, General Manager shall be employed by Agency for a term of 3 years, beginning April 21, 2008 and ending [April 30], 2011.

Provided that, if the parties are in negotiation of arrangements to continue employment of the General Manager beyond the termination date, this contract shall remain in full force and effect until either (a) said negotiations are terminated by either party or (b) this contract is replaced by a new contract, or (c) the parties agree to continue the terms of this contract.

5. **Compensation.**

The Agency shall pay General Manager an annual base salary of One Hundred Thousand Dollars (\$100,000.00), payable bi-weekly in accordance with the Agency's standard payroll procedures. The base salary shall be subject to a merit increase as may be determined by the Board of Directors, at its sole discretion. Agency does not guarantee any such merit increase to General Manager. General Manager shall receive cost of living adjustments to her salary on the same basis as such adjustments are provided to other Agency employees, if any.

6. **Benefits.**

Except as provided herein, the Agency shall provide for the General Manager the same benefits (including, but not limited to, medical, dental plans and other benefits) which the Agency provides other Agency employees and upon the same terms and conditions as to which apply to other employees or officers of the Agency, which fringe benefits are not included in the base salary. Fringe benefits are implemented immediately and as described in Employee handbook.

In addition to the foregoing fringe benefits, the General Manager shall be entitled to a maximum of \$3,000 per year for educational reimbursement, paid in accordance with the terms of the Employee handbook.

7. **Vacation, Holidays, Sick Leave and Administrative Leave.**

The General Manager shall accrue and take vacation days, holidays and sick leave in accordance with the terms of the Employee handbook. The General Manager shall be entitled to forty (40) hours of administrative leave per year.

8. Automobile.

The Agency shall provide the General Manager with an automobile allowance of \$500 per month. On all vehicles owned by the General Manager which she intends to use on Agency business, General Manager shall maintain automobile insurance in the amount of not less than \$100,000 per person and \$300,000 per incident, which insurance shall name the Agency as an additional insured.

9. Business Expenses.

All business expenses reasonably incurred by the General Manager in conducting Agency business, including expenditures for entertainment, travel, or otherwise, are to be paid for, insofar as possible, by the use of credit cards which may be furnished to the General Manager in the name of the Agency. The Agency shall promptly reimburse the General Manger for all other reasonable business expenses incurred by the General Manager in conjunction with Agency business. Each such expenditure shall be reimbursable only if the General Manager furnishes to the Agency in a timely manner adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of such expenditures.

10. Conditions for Termination of Agreement.

10.1 Incapacity of General Manager

This Agreement shall terminate on the death or disability, as defined in Section 11, below, of General Manager.

10.2 By General Manager

This Agreement may be terminated by General Manager at any time, without cause, upon no less than sixty (60) days prior written notice to Agency. General Manager shall be entitled to compensation and benefits to the effective date of termination, but shall not be entitled to any additional compensation or benefits thereafter.

10.3 By Agency With Good Cause

Upon showing of good cause, Agency may terminate General Manager's employment and thereby terminate this Agreement, at any time, upon not

less than thirty (30) days written notice to General Manager. Good cause is defined as an act of dishonesty, fraud, misrepresentation, other acts of moral turpitude or any illegal, unlawful or improper act committed by General Manager as would prevent the effective performance of her duties or the willful failure of General Manager to comply with lawful directions from the Board. The Board shall state objective findings in connection with any such termination. Upon termination pursuant this paragraph, neither party shall have any further obligation, responsibility or liability after the effective date of termination.

10.4 By Agency Not For Cause

Agency may terminate General Manager's employment at any time, without cause immediately upon written notice to General Manager and payment to General Manager, in addition to any other amounts that may therein be due pursuant to this Agreement, the following amount: (i) if the remaining term of employment of the General Manager under this Agreement is six months or less, a lump sum payment in an amount equal to six (6) months aggregate gross salary, or (ii) if the remaining term of employment of the General Manager under this Agreement is more than six months, a monthly payment of one-twelfth of her then-current annual base salary, paid until General Manager secures and commences other full-time employment or the expiration of her term of employment, whichever occurs first.

11. Disability.

In the event that General Manager becomes unable to perform her duties by reason of physical or mental illness or disability, General Manager shall be entitled to her full compensation for the period of thirty (30) days from and after the beginning of such disability and if, at the end of the thirty (30) days she is unable to resume and effectively discharge her duties hereunder, then and in such event, Agency may terminate this Agreement and be relieved of any obligation accruing hereunder after the date of the official action by the Board terminating this Agreement. Compensation and benefits are payable only to the effective date of termination.

12. Annual Review and Consideration of Base Salary Adjustment.

The Board shall conduct an annual evaluation of the General Manager's performance, either by the full Board or by a committee thereof, at the first regularly scheduled meeting of the Board in September of each year that this Agreement is in effect. At a minimum, said evaluation shall consist of an oral conference with the General Manager to review her performance. In conjunction with the annual review, the Board shall determine the increase in the General Manager's base salary, if any, which shall become effective as of the annual

anniversary date of this Agreement, unless otherwise agreed in writing by the parties. All increases in base salary shall be documented by an addendum or amendment to this Agreement signed by the parties. Every year the Board and General Manager will, in addition, set goals and objectives for the ensuing year.

13. General Provisions.

13.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements of any kind. No amendments to this Agreement may be made except by a writing signed by both parties.

13.2 The validity and interpretation, performance and effect of this Agreement shall be construed in accordance with the laws of the State of California.

13.3 Any notice or communication required or permitted to be given under this Agreement shall be effective when deposited, postage prepaid, with the United States Mail. Any notice to the Agency shall be addressed as follows:

Bighorn-Desert View Water Agency
622 South Jemez Trail
Yucca Valley, CA 92284-1440

Notice to General Manager shall be addressed to General Manager at her last known address as reflected in the Agency's records.

13.4 If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

13.5 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or time be deemed a waiver or relinquishment of that right or power for all or any other times.

13.6 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

This Agreement is executed by the Agency pursuant to an action of its governing body in session on _____, 2008, authorizing the same.

Marina D. West, P.G., General Manager
Bighorn-Desert View Water Agency

Date

Phillip T. Johnson, Board President
Bighorn-Desert View Water Agency

Date