



SOUTH FEATHER WATER & POWER

TO: Board of Directors

FROM: Michael Glaze, General Manager

DATE: November 29, 2007

RE: Finance Division Manager - Agreement
Agenda Item for 12/18/07 Board of Directors Meeting

Eighteen applications for the vacant Finance Division Manager position were received in response to advertisement efforts and 13 were sufficiently qualified to move on to the second-phase writing project. By the writing assignment's November 5 deadline, eight of the 13 submitted responses. Six of those were then invited to participate in the phase-three interview process which was conducted on November 19. All of the six interviewees had the prerequisite academic qualification, two with advanced degrees, all had both accounting and management experience relevant to the public sector, and three were CPAs. Kathy Petersen, Matt Colwell, Scott Alcantara, and Art Martinez assisted me in the interview process.

The consensus of the interview panel was that Steve Wong was the superior candidate interviewed. His undergraduate degree from CSU, Sacramento, was in Business Administration (Accounting), and he earned a Masters of Public Administration from Golden Gate University.

Mr. Wong is presently the owner and operator of Togo's/Baskin-Robbins stores in Chico. And, prior to going into business for himself, he worked for 14 years as the Finance Director for the City of Chico.

January 2, 2008 will be Mr. Wong's start date if the Board approves the attached Agreement for Employment. The recommended action is:

"I move approval of the Agreement for Employment of Finance Division Manager for W. Steven Wong, effective January 2, 2008."

**AGREEMENT FOR EMPLOYMENT OF
FINANCE DIVISION MANAGER OF
SOUTH FEATHER WATER AND POWER AGENCY**

This Agreement, made as of the 2nd day of January 2008, at Oroville, California, between South Feather Water and Power Agency, hereafter called SFWPA, and W. Steven Wong, hereafter called FINANCE DIVISION MANAGER, provides as follows:

1. W. Steven Wong and SFWPA desire to memorialize the terms and conditions of W. Steven Wong's employment as Finance Division Manager of SFWPA which will set forth the responsibilities of FINANCE DIVISION MANAGER and the compensation and benefits provided to him.
2. SFWPA hires and retains FINANCE DIVISION MANAGER to perform the services and fulfill the responsibilities as described in the Position Specification for Finance Division Manager as approved by SFWPA's Board of Directors on March 22, 2005, which is attached hereto as Exhibit "A."
3. SFWPA shall compensate FINANCE DIVISION MANAGER for the performance of the services and fulfillment of the responsibilities described in said Position Specification as follows:
 - A. Effective February 4, 2008, an annual salary in the amount of \$72,350, which salary, provided that FINANCE DIVISION MANAGER is performing satisfactorily, shall be adjusted annually to provide FINANCE DIVISION MANAGER a cost-of-living increase based on the U.S. Department of Labor's Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, for the year ending March.
 - B. The salary range specified in said Position Specification shall also be adjusted annually by the same percentage as FINANCE DIVISION MANAGER's cost-of-living increase, described above.
4. The terms and conditions of employment for FINANCE DIVISION MANAGER, including hours of work, shall be the same as those specified for salaried employees in the Management and Professional Employees Unit.
5. Notwithstanding any other provision of this agreement or the Memorandum of Understanding with the representatives of the Management and Professional Employees Unit, the General Manager, upon the giving of thirty (30) days notice, may terminate this agreement without cause. Upon the decision of the General Manager to terminate this agreement, FINANCE DIVISION MANAGER shall be paid for all accrued but unused vacation leave, and for one-half (½) of all accrued but unused sick leave.
6. FINANCE DIVISION MANAGER will be directly supervised by the General Manager and the General Manager will evaluate FINANCE DIVISION MANAGER's performance six months after employment, twelve months after employment, and at least annually thereafter.
7. FINANCE DIVISION MANAGER's employment shall be considered "at will", and there is no express or implied promise made to FINANCE DIVISION MANAGER of any form of continued employment.

FINANCE DIVISION MANAGER may resign at any time but must give the District at least thirty (30) days notice of the effective day of her resignation.

8. The term of this Agreement will be from February 4, 2008 until terminated by either party in accordance with the provisions set forth in Paragraphs 5 or 7, or until terminated by death or by the permanent disability of FINANCE DIVISION MANAGER which renders him unable to carry out his duties.

9. This Agreement is complete and entire and may not be changed except by written mutual consent of parties hereto. This Agreement supersedes all prior oral or written understandings.

10. Any controversy or claim arising out of or pertaining to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be enforced as provide by California law.

IN WITNESS THEREOF, the parties hereof have executed this Agreement.

SOUTH FEATHER WATER AND POWER AGENCY

By _____
Michael C. Glaze, General Manager

Date

FINANCE DIVISION MANAGER

W. Steven Wong

Date