



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Michael Glaze, General Manager

DATE: May 14, 2010

RE: Campground Host Employment Contract
Agenda Item for 5/25/10 Board of Directors Meeting

For many years the U.S Forest Service (USFS) operated the campgrounds within both the Sly Creek and Little Grass Valley recreation areas and retained Northwest Park Management to provide on-site personnel for campground host and maintenance purposes. In 1994, OWID terminated its contract with USFS for operation of the Sly Creek Recreation Area (Sly Creek Campground and boat launching facilities, and Strawberry Campground), and contracted with Northwest Park Management for on-site host and maintenance services. The last amendment of SFWPA's contract with Northwest Park Management expired after the 2009 recreation season.

During the relicensing process, SFWPA proposed (with USFS concurrence) that it assume responsibility for the operation and maintenance of both Sly Creek and Little Grass Valley recreation areas. The reason for this was the belief that the Agency would be able to do a better job keeping the campgrounds, boat launching ramps, trails and water systems in good repair to ensure that the quality of the public's recreation experience at Agency facilities was optimized. Once the new FERC license is issued (anticipated early in 2011), several million dollars will have to be spent by SFWPA to repair and rehabilitate the Little Grass Valley Recreation Area facilities that the Forest Service failed to properly maintain through the years. So, taking over the maintenance of those facilities thereafter is the only way to ensure that they won't be allowed to return to their current state of disrepair.

Because Sly Creek Campground will be closed this year to accommodate the dam-crest-raise project, and because the new FERC license will not be issued until after the 2010 recreation season, Strawberry Campground is the only one for which SFWPA will be responsible this year. With only one small campground to operate, doing so with Agency staff, rather than extending Northwest Park Management's contract another year, was the best solution. Especially since this will give us the opportunity to wade into this new obligation, rather than diving in when all of the recreation facilities will be SFWPA's responsibility.

Recreation area supervision is the responsibility of the Regulatory Compliance Manager position. Alex Brown has been working for months now to ensure that the transition from concessionaire (Northwest Park Management) to Agency staff happens smoothly. One of the first and most significant changes will be that

a campground host will need to be hired. Alex, risk manager Scott Alcantara and I have been working with attorney Dustin Cooper in Jeff Meith's office to develop an employment contract for the campground host that can be used not only this year, but in subsequent years when all of the recreation area campgrounds are operational and under SFWPA's management and as many as a dozen hosts will be needed.

The proposed employment contract is attached, for which Board approval is being requested, as follows:

"I move approval of the Recreation Campground Host employment contract form."

**AT-WILL
EMPLOYMENT CONTRACT
RECREATION CAMPGROUND HOST**

This At-Will Employment Contract ("Contract") is entered into on this the _____ day of _____, 2010, by and between South Feather Water & Power Agency, a California Irrigation Agency formed and existing under Division 11 of the Water Code ("Agency") and _____, an individual ("Employee"). The parties herewith enter into this Contract to outline the terms and conditions of Employee's employment with Agency on a contractual, temporary and part-time basis to provide Recreation services to the Agency.

1. Employee Duties and Obligations. Employee will be classified as a contract employee whose position will be Recreation Campground Host. Duties of the Recreation Campground Host will generally include: cashiering and customer/camper support duties, cleaning and maintaining a presence at the campground in order to provide security and ensure the safety of the campers and Agency facilities. Without limiting the generality of the foregoing, Employee's obligations and duties shall include, but not be limited to, the items described in the Recreation Campground Host job description attached hereto and incorporated herein by reference as Exhibit A.

2. No Term of Employment-At-Will. Agency will employ Employee on a temporary basis to perform the above-described duties and those listed in Exhibit A, as the same may be amended from time to time by Agency. The employment shall commence _____, and shall continue thereafter until Notice of Termination of this Contract is delivered to the other party. There is neither an expectation of continued employment nor a fixed date for termination of this Contract. It will continue for an indeterminate period until terminated, or at the end of the recreation season, whichever occurs first. Employee specifically waives any right he or she may or may not have under federal or state law requiring that any termination be for "just cause". **THIS IS AN "AT-WILL" EMPLOYMENT CONTRACT AND, AS SUCH, CAN BE TERMINATED AT ANY TIME BY EITHER PARTY WITH OR WITHOUT CAUSE.**

3. Compensation.

3.1. No Salary or other Benefits; Exempt from Wage and Hour Laws. Employee hereby understands and acknowledges that Employee will not receive any salary, benefit, compensation or other remuneration except those expressly set forth herein. Employee acknowledges and with full understanding hereby waives any right Employee may have to make a contention contrary to the fact that Employee is exempt from state and federal wage and hour laws under 29 U.S.C. section 213(a)(3).

3.2. Lodging and Stipend. While employed, Employee shall be entitled to free Lodging (as hereinafter defined) and a stipend of one hundred dollars (\$100) per week. Lodging shall include one campsite and access to the campground's other public facilities.

4. Hours of Employment.

4.1. Recreation Season. During the recreation season, Employee shall work at least five days per week on a schedule that includes Friday, Saturday and Sunday of each week.

4.2. Maximum Hours Worked. Notwithstanding anything to the contrary in this Contract, Employee understands and acknowledges that he or she may not work more than 30 hours per week and no more than 960 in any calendar year.

5. Other Job Benefits. The compensation referred to in Article 3, above, shall be the total compensation provided by Agency. Agency will not be obligated to provide any other benefits to Employee including, without limitation, vacation, sick leave, paid or unpaid leave of any type, leave of absence, medical, dental, vision or any other type of health coverage, retirement, deferred compensation, insurance, allowances, vehicle use or reimbursement for vehicle use. Agency will provide minimum statutorily required levels of coverage under workers' compensation insurance and other applicable laws, but shall provide no other benefits other than those minimally required by law.

6. No Skelly Hearing Or Specialized Training. Because Employee is classified as a contract employee on a temporary, part-time basis and at-will, Employee understands and acknowledges that he or she has no "constitutionally vested" property rights in his/her job with Agency. Employee further understands and acknowledges that Employee will not be given specialized training given to other Agency employees classified as fulltime or part time employees. With full understanding of the consequences, Employee waives any and all rights, claims, or other actions Employee may have (now existing or existing in the future) as a result of not receiving training given to non-contract employees of the Agency.

7. Lodging. As described in Article 3, above, part of Employee's compensation is Lodging. Employee will be entitled to Lodging so long as Employee is employed with Agency. The terms and conditions of Employee's receipt of Lodging while employed is governed by this Contract and the terms and conditions of the Recreation campground, as the same may be amended from time to time by Agency. Upon termination of Employment, for whatever reason, Employee will become responsible for the then-existing fees associated with use of the campground including, without limitation, the then-existing per day campsite rental rate.

8. Miscellaneous.

8.1. Compliance With Laws. Employee will comply with all federal and state laws while employed with Agency and while residing at the campground including, without limitation, laws related to drug and alcohol use, prohibitions on age, sex, racial, or other protected class discrimination, *et cetera*.

8.2. Integration. This Contract incorporates the entire agreement of the parties with respect to the subject matter hereof. All prior or contemporaneous oral, written, or other covenants or agreements are hereby superseded and of no force and effect.

8.3. Severability. If any portion of this Contract is deemed to be void, invalid or unenforceable, that provision or provisions shall be severed from the remainder of the Contract so as not to void, invalidate or render unenforceable the entire contract. All remaining unsevered provisions shall then remain in full force and effect.

8.4. Modification. Except as otherwise provided herein, this Contract may be modified, terminated, superseded or voided only in writing signed by both parties.

8.5. Acknowledgement. Each party represents and warrants that each has been given adequate opportunity to read and study this Contract (including Exhibit A), to consider it, and to consult with legal counsel if that party elected to do so.

8.6. Interpretation; Venue. This Contract shall be interpreted according to the laws of the State of California. Venue for any legal action shall be exclusive to Butte County Superior Court.

8.7. Non-Working Hours. When not providing services for which Employee is hired, he/she is free to go about their own person business; provided, that the Employee's conduct while at the Agency facilities does not interfere with the quiet enjoyment of the customers of the campground or the Agency's business.

IN WITNESS HEREOF, the parties understand and agree to the foregoing terms and conditions by affixing their signatures hereafter.

SOUTH FEATHER WATER & POWER AGENCY

Michael C. Glaze, General Manager

EMPLOYEE

Print: _____

EXHIBIT A
POSITION DESCRIPTION

Job Title: Recreation Campground Host

General Description

The Recreation Campground Host position is a temporary, part time position. The position is classified as a contract employee and is not subject to any of South Feather Water and Power Agency's (SFWPA) employee or temporary employee policies, is not part of any employee bargaining unit and receives no compensation or benefits other than the weekly stipend and a free campsite at the campground where the following responsibilities are to be fulfilled:

Daily:

- Greet campers and provide campers and other recreationists with information regarding the local area and rules and regulations of the campground.
- Ensure proper use of campground and associated Agency facilities.
- Contact Law Enforcement as needed via radio or satellite phone provided by SFWPA; thereafter contact SFWPA.
- Contact SFWPA as needed via radio or satellite phone provided by SFWPA.
- Be available after hours in the event that assistance from emergency medical or law enforcement personnel needs to be contacted.
- Visually inspect all facilities in recreation area for cleanliness, damage or evidence of vandalism.
- Inspect bulletin boards and re-stock forms as needed.
- Clean fire pits, tables and grills of vacated campsites as needed.
- Maintain occupancy reports while establishing contact with users during rounds.
- Sweep and remove debris and litter around garbage containers, restrooms, in campsites, day-use areas and on roadways.
- Empty garbage cans and replace liners.
- Clean campground restrooms and re-stock supplies.
 - Scrub toilet inside and out
 - Clean fixtures
 - Sweep and mop floor
 - Add deodorant and/or enzyme to vaults
 - Rake around exterior of building
 - Remove cobwebs or wasp nests
- Perform related duties as needed or as requested by Agency personnel.

Weekly:

- Prepare garbage bins for pickup as designated in trash collection schedule.
- Inspect trails, boat ramps and beaches for litter and safety hazards
- Clean picnic tables
- Check vault toilets for need to pump
- Participate in any required inspections

Essential Job Duties:

The host supervises the public use of recreation facilities at a designated SFWPA recreation area. This position requires the frequent use of independent judgment and consistent use of discretion in the areas of public relations, collection of fees, performing prescribed maintenance, and determining when to request assistance from SFWPA personnel and/or local law enforcement. This position involves frequent oral communication. It requires use of hands, normal vision, normal hearing, regular walking over uneven ground, standing, stooping, reaching, bending, and occasionally lifting up to 35 pounds. Employee must be able to obey safe work practices, procedures and regulations including utilizing/wearing protective equipment and safety devices; report safety risks or hazards to their supervisor or manager; and, immediately notify the Agency of any on-the-job injury sustained. Employee must be able to interact well and communicate with others, including the ability to receive and act on criticism or direction from supervisors. Employee must be capable of regular and consistent job attendance.

Environmental Demands:

Campground site environment, including exposure to noise and minimal smoke, fumes, gases, paint, fire, sharp instruments/tools

Works outside in a variety of weather conditions ranging from light snow to +100° F.

Exposure to various sanitizing agents used in the cleaning and disinfecting of bathrooms.

Physical Demands:

Essential and marginal functions may require maintaining physical condition necessary for walking, standing, bending, kneeling, or crouching for prolonged periods of time; performing manual labor, some heavy lifting, lifting up to 35 pounds, pushing, pulling; close vision, distance vision, use of hands to fingers, handle or feel objects, tools or controls. Negotiating along Agency campgrounds requiring walking over uneven, soft, slippery terrain; and operating motorized vehicles as assigned.

Mental Requirements:

Work under limited supervision; shift priorities as dictated by circumstances, stress of deadlines, and some interpersonal conflict; ability to work with interruptions and to memorize and recall objects and people.

Reads and understands letters, reports, memos, messages, and standard operating procedures.

Writes memos, messages, and fills out forms and documents.

Performs basic arithmetic calculations (adding, subtracting, multiplying and dividing).

Ability to relate with and act cooperatively with members of the public, and Agency personnel.

Ability to understand and communicate with others.