

2020) all parking lots are open. The only site closed at this time is Sikes Adobe. The River Park staff is abiding by the County mandate and educating trail users when necessary. A modified office staff schedule is in effect. The fiscal year 2019-2020 budget is on track. Director McKernan stated that the endowment accounts that the JPA holds are only down 3% from the year ending 12/31/2019 saying that there was a 10% increase during the second quarter of 2020. He continued to report that earnings from the endowments contribute \$90,000 to the annual operating budget. Director McKernan said that he is pleased with the results in the Rancho Santa Fe Foundation accounts.

Public Comment– No Public Comments

DISCUSSION/ACTION AGENDA

1 Approve Blum Property Long-Term Habitat Management Plan Agreement with Department of Navy and Establish Endowment Fund

1) Staff recommends the Board approve a motion to authorize the Executive Director to execute the AGREEMENT FOR THE MANAGEMENT OF NATURAL RESOURCES ON THE BLUM INHOLDING PROPERTY BY AND BETWEEN THE UNITED STATES OF AMERICA AND THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY

2) Staff recommends that the Board approve a motion to authorize the Executive Director to establish a dedicated endowment fund at the Rancho Santa Fe Foundation in the initial amount of \$92,838, provided by the Department of Navy, for the purposes of supporting the JPA's implementation of the Long-Term Habitat Management Plan and a non-endowment fund in the initial amount of \$11,850 for the purposes of supporting the JPA's restoration of the property in the event of a natural catastrophe.

Executive Director McKernan introduced the agenda item; providing the background on the Blum Property purchase, the purchase of the easement, the planning of the Habitat Management Plan and the establishment of an endowment fund and non-endowment fund for the property. Director McKernan discussed the responsibility of the JPA to maintain the habitat and the explained what a non wasting endowment is. Vice-Chair Worden stated the importance of securing this property to protect the in holding and stated the good work done with the Navy and what a success this project is for the Park.

Boardmember Jacob made the motion to approve the Blum Property Long-Term Habitat Management Plan Agreement with the Department of Navy and the establishment of the endowment fund and non-endowment fund for this property. Vice-Chair Worden seconded the motion. Chair Bry asked for comments from the public and asked for any Board opposition to the motion. Hearing no opposition, the motion passed unanimously.

Yes votes: Bry, Worden, Grosch, Jacob, Gaspar, Diaz, Hegenauer, Barnouw

Absent: Kersey

**SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY
INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

THIS INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT (herein “Agreement”) is made this ____ day of September, 2020, (the “Effective Date”) by and between the SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY (“JPA”), a governmental entity as employer, and Shawna Anderson (herein “Anderson”), an individual as employee.

I
RECITALS

A. JPA is a governmental entity existing pursuant to California law and the Joint Exercise of Powers Agreement, as amended (“JEPA Agreement”), executed by the member agencies, having the powers and duties therein specified and generally responsible for planning and promoting a regional open space park in the San Dieguito valley; and

B. On September 2, 2020, Executive Director Kevin McKernan announced his resignation effective October 8, 2020; and

C. The JPA intends to launch a formal recruitment process for a new Executive Director, but it is anticipated that the process will take from three to six months to complete; and

C. The JPA desires to hire Anderson, currently the Principal Planner for the JPA, to act as the Interim Executive Director for the JPA while the recruitment process is underway;

NOW, THEREFORE, the parties agree as follows:

II
EMPLOYMENT AS EXECUTIVE DIRECTOR

A. Temporary Appointment

Effective October 8, 2020, Anderson is appointed to the position of Interim Executive Director of the JPA pursuant to the terms and conditions of this Agreement. The parties understand and agree that this appointment is temporary and intended to only last until a new Executive Director is appointed by the Board after completion of a public recruitment process.

B. Hours.

Anderson currently works on a 4/5 time basis, i.e. (4) 8-hour days per week. As Interim Executive Director, Anderson shall work on a full-time salaried basis as an exempt executive level employee and accept full responsibility for management of the JPA as its Interim Executive Director.

C. Salary.

While acting as Interim Executive Director, Anderson's hourly rate shall increase from \$50.86 to \$56.25 per hour.

D. Expense Reimbursement.

JPA shall reimburse Anderson for reasonable and documented expenses for attendance at meetings, for official business-related travel, and for other work related activities where expenses are incurred incident to the performance of Anderson's job and in conformance with JPA policies on budget and for expense reimbursement.

E. Benefits.

Anderson's benefits while acting as Interim Executive Director shall remain the same, except that they shall be based upon full time employment at the higher rate. Anderson shall retain all seniority and accrued benefits earned to date, vacation, sick leave, etc.

F. Duties.

Anderson shall administer the affairs of the JPA in accordance with the description of duties attached to this Agreement as Exhibit A.

G. Direction From JPA Board.

Anderson shall take direction as to matters of JPA business only from the JPA Board as a whole, or from the Chair of the JPA Board or a duly authorized JPA Board subcommittee which has been granted the power by the JPA Board to give direction to Anderson.

H. Outside Communications.

Anderson shall restrict the content of any statements, written or oral, that she and/or her staff make on behalf of the JPA to the positions approved by the JPA Board as reflected in the JPA's adopted plans, policies, programs, and goals, and as reflected in the JEPA Agreement, or as

may otherwise be approved from time to time by the JPA Board.

I. Right to Apply for Executive Director Position.

Anderson may, but is not required to, apply for the permanent Executive Director position during the public recruitment process. If Anderson chooses to apply, her application will be considered by the Board along with all other applications.

III
AT WILL EMPLOYMENT

As Interim Executive Director, Anderson is an “at will” employee that serves at the pleasure of the JPA Board subject to termination at any time with or without cause, provided, however, that this Agreement only concerns Anderson’s employment as Interim Executive Director and not as the Principal Planner of the JPA. As provided below, upon termination of her position as Executive Director, Anderson would resume her Principal Planner position, subject to the rules and regulations that normally apply to that position.

IV
PERFORMANCE OBJECTIVES AND REVIEW

The Board may, at its discretion, conduct performance reviews of Anderson during her tenure as Interim Executive Director.

V
DISPUTE RESOLUTION

A. Informal Meet and Confer.

The parties agree to meet and confer informally as the first step towards resolution of any dispute. The JPA Board may be represented by a representative of its choosing, and Anderson may be represented as well.

B. JPA Board Resolution.

If the parties are unable to resolve the matter informally through meet and confer, the matter shall be submitted to the JPA Board for final resolution.

C. Litigation.

Neither party shall commence any litigation, arbitration, nor other formal dispute resolution process until the above referenced informal meet and confer session and final JPA Board determination have occurred.

VI
TERMINATION OF AGREEMENT

This Agreement shall automatically terminate upon the effective date of a new Executive Director appointment by the Board. The Agreement may also be terminated by either party by providing 30-days written notice to the other.

Upon termination of this Agreement, Anderson shall resume her position as the Principal Planner for the JPA pursuant to the same terms and conditions that existed prior to her appointment as Interim Executive Director, provided that Anderson shall retain all additional vacation and/or accrued sick leave days and hours accrued during her tenure as Interim Executive Director.

VII
MISCELLANEOUS PROVISIONS

A. Entire Agreement.

This Agreement represents the entire agreement between the parties with respect to Anderson's appointment as Interim Executive Director and supersedes any prior agreements, written or oral, and any representations, written or oral, not expressly included herein.

B. Integration Clause.

If any part, provision, paragraph or subparagraph of this Agreement shall be held to be void or unenforceable by a final judgment of a court of competent jurisdiction, then unless that provision is found in such proceeding to be material to this Agreement, said void or unenforceable provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that the void or unenforceable provision is found to be material to this Agreement then the entire Agreement shall be voided.

C. Attorney's Fees.

The prevailing party in any litigation to interpret or enforce this Agreement shall be entitled to recover his or its attorneys' fees in addition to costs.

D. Independent Review: Interpretation.

Anderson and JPA affirm in signing this Agreement that they have each had an opportunity to review and consider this Agreement, and to have it reviewed and to receive advice from independent advisors of their own choosing, including attorneys, and that each knowingly and voluntarily enters into this Agreement. Anderson and JPA further affirm that this Agreement was the mutual product of their negotiations, including give and take, and that neither party shall be

considered the drafter of this Agreement such that the Agreement is interpreted against that party.

E. Public Record.

Anderson acknowledges that this Agreement, upon final execution, will become a public record under California law available for public inspection and copying.

F. Counterparts.

This Agreement may be signed in counterparts.

DATED: _____

SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK
JOINT POWERS AUTHORITY

By: _____
Barbara Bry, Chair of the JPA Board

APPROVED BY JPA BOARD ACTION DATED _____

ACCEPTED:

DATED: _____

By: _____
Shawna Anderson

EXHIBIT A
INTERIM EXECUTIVE DIRECTOR DUTIES

General Duties and Initial Assessment:

While Acting as the Interim Executive Director, Anderson shall oversee management of the JPA as set forth in more detail below. The Board appreciates that the loss of the current Executive Director and Anderson's appointment as Interim Executive Director means that in the short term, there will be an overall reduction in JPA staff. Anderson shall assess the needs of the JPA and make any adjustments to the duties of existing staff she deems necessary to ensure essential tasks are being handled. Anderson may confer with members of the Board Subcommittee and General Counsel regarding day to day issues and shall report to the Board as soon as reasonably possible her assessment of JPA operations any need for additional staffing during the transition period in light of the permanent Executive Director vacancy. At minimum, Anderson shall provide a report and recommendation to the Board at its November 2020 meeting regarding how best to ensure the duties of her Principal Planner position can be covered while she is the Interim Executive Director.

Administration:

The Interim Executive Director is responsible for administration of the JPA. The Interim Executive Director's administrative responsibilities include: (1) preparation of the JPA's annual budget and other financial reports, and annual work program; (2) overall direction of the employees of the JPA, including hiring, promoting and terminating employees within the policies of the JPA¹; (3) ensuring the preparation of agendas, minutes and maintenance of JPA records; (4) providing for appropriate and timely legal, fiscal and other technical advice to the JPA; (5) preparation and execution of all required contracts or agreements and monitoring implementation according to the requirements thereof; (6) directing an aggressive grantseeking program; (7) formulation and implementation of administrative procedures that provide for a properly functioning office environment; and (8) long-term strategic and financial planning for the future of the JPA and the Park.

Park Planning Acquisition and Development:

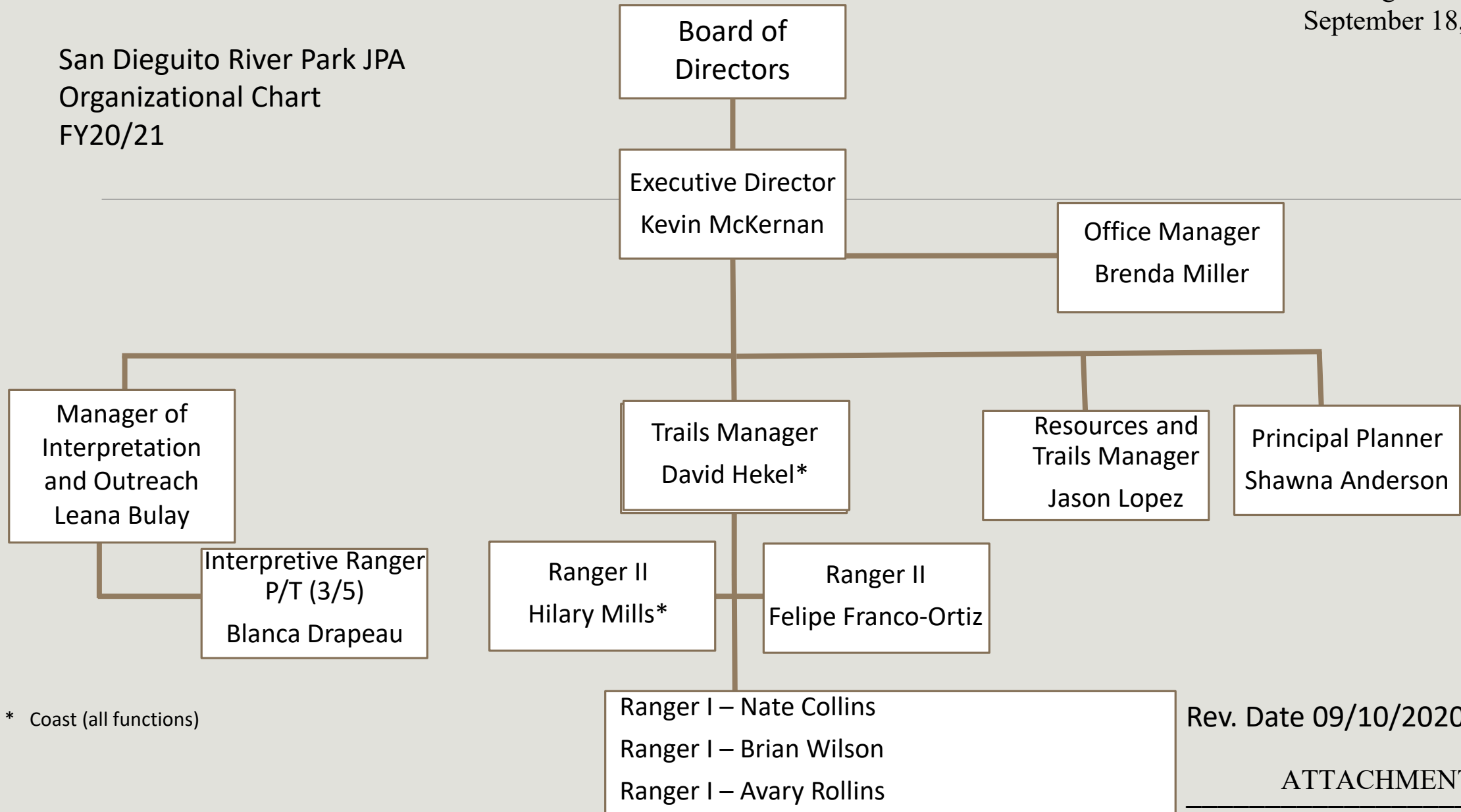
The Interim Executive Director is responsible for supporting the JPA in coordinating and overseeing the planning, acquisition and development of the San Dieguito River Valley Regional Open Space Park. These duties include: (1) overseeing the preparation and implementation of Park plans (2) formulation of acquisition policies and priorities for recommendation to the JPA; (3) advising the member agencies of the Joint Powers JPA on land use planning and acquisitions that may affect the San Dieguito River Park; (4) negotiating with landowners when the JPA purchases property or receives it through dedication; (5) formulating guidelines for the development of recreational amenities on lands within the Park Planning Area in consultation as appropriate with Member agencies and the Citizens Advisory Committee.

¹ Except for General Counsel who reports directly to the JPA Board.

Community and Public Involvement:

The Interim Executive Director shall support the JPA in securing public agency, community and citizen support for the planning, acquisition and development of the Park. These duties include: (1) Assisting and supporting the San Dieguito River Park Citizens Advisory Committee; (2) representing the JPA before the State Legislature, state and federal funding agencies, foundation boards and local legislative bodies; (3) developing a working relationship with San Diego's state and federal elected officials and/or their staff; (4) leading, coordinating and building consensus within multi-jurisdictional and interdisciplinary committees and task forces; (5) formulating an effective public information program for the JPA; (6) meeting and communicating with media representatives; and (7) directing content for River Park website.

San Dieguito River Park JPA
Organizational Chart
FY20/21



* Coast (all functions)

Rev. Date 09/10/2020

ATTACHMENT 2

Agenda Item 4
September 18, 2020

DATE: September 18, 2020
TO: JPA Board of Directors
FROM: Staff
SUBJECT: Executive Director recruitment and transition process

BACKGROUND:

The Executive Director announced his resignation on September 2, 2020 effective October 8, 2020. The Board's Budget Subcommittee met on September 4, 2020 to develop recommendations for the Board to consider with regard to initiation of recruitment process for a new Executive Director and management of the JPA during the interim transition period.

The Subcommittee recommends that the Board authorize the Budget Subcommittee to initiate and lead a recruitment process for a new Executive Director. The Subcommittee does not recommend use of a headhunter, and instead feels the JPA can effectively advertise the position on its own, as has been done in the past. The recruitment process may take three to six months to complete, particularly in light of the restrictions in place due to the COVID-19 pandemic. The Subcommittee recommends that it take the lead in the recruitment process, i.e. collect and review resumes, interview potential candidates and provide the Board with a short list of qualified candidates for consideration. The Subcommittee's recommendations in this report are preliminary, and the Board is invited to make changes and provide additional direction as it deems fit.

Finally, the Subcommittee appreciates that recruitment of a new Executive Director is an important and sensitive task and encourages the Board to revise Subcommittee membership to include other interested members of the Board, provided that any new member will commit to being available.

RECOMMENDATION:

Authorize the Budget Subcommittee to start and lead the recruitment process for a new Executive Director

Respectfully submitted,
Kevin McKernan
Executive Director