

**EMPLOYMENT AGREEMENT  
DEL PASO MANOR WATER DISTRICT  
DISTRICT GENERAL MANAGER**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into this [\_\_\_\_]th day of October, 2021 ("Effective Date"), by and between the Del Paso Manor Water District, a California county water district (the "District") and Alan J. Gardner ("Employee"), an individual. The District and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

**RECITALS**

A. The District has created the position of District manager ("General Manager"), pursuant to Water Code section 30540, subdivision (a), to be the administrative head of the District government under the direction and control of the District's Board of Directors ("Board"); and

B. The District has been actively recruiting for the position of General Manager and has interviewed numerous qualified applicants; and

C. The Board will evaluate Employee's knowledge, experience, administrative skills and abilities, as evidenced in his professional background and determine if Employee is the best candidate within the District's General Manager salary range and is qualified to fill the position of General Manager. Employee shall only be appointed to the position of General Manager upon Board approval; and

D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq. to appoint Employee as the General Manager for the District.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

**Section 1. Recitals.** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 9 of this Agreement, Sections 1 through 9 shall prevail.

**Section 2. Appointment of General Manager, Duties and Term**

**Section 2.1 Appointment of General Manager.** Subject to the Board's approval, Employee is hereby appointed to the position of General Manager, in and for the District, to perform the function and duties of the General Manager as specified in this Agreement, and Employee accepts such appointment and employment pursuant to the terms of this Agreement.

**Section 2.2 Term.** This Agreement shall become effective once executed by both the District and the Employee ("Effective Date"). The term of this Agreement shall be for five (5) years ("Term"), subject to the provisions of Section 5 of this Agreement.

**Section 2.3. General Manager Duties.** For the Term, Employee shall perform the functions of the General Manager position in accordance with Water Code sections 30580 and 30581, the terms of this Agreement, and the District's General Manager job description, last ratified May of 2020, which is attached hereto as **Exhibit A**, and as may be amended by the Board. Employee's duties, responsibilities, and limitations as General Manager include, but are not limited to:

A. Under direction of the Board, Employee shall be in charge of the administration, personnel and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests, and to make those recommendations reasonably necessary to run the District.

B. Employee does not have authority to enter into any contract in excess of Two Thousand Five Hundred Dollars (\$2,500.00) without the express consent of the Board. Employee has authority to enter into any contract up to Two Thousand Five Hundred Dollars (\$2,500.00), which expenditure is set forth in the approved annual budget, consistent with District Ordinance, Resolution or Policy Manual or any modifications thereto, which sets forth the General Manager's contracting authority.

C. Employee shall conduct the business of the District and report to the District at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions and supervision of the District's finances. The Board approves new positions, their terms and compensation range for each position. Once the budget is approved, including the funds for personnel, it is the Employee's job to determine how much within the approved budget each employee receives.

D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Del Paso Manor Water District, last ratified as of May, 2020, attached as **Exhibit A** and as amended herein. Employee represents to have the time, skill and background in order to properly effectuate those job duties.

**Section 2.4 No Secondary Employment.** Employee agrees to devote all of his productive time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment, and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board. Provided, however, that Employee has the

right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties as General Manager.

**Section 2.5 Exempt Position.** The position of General Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours, which are necessary to fulfill the duties of the General Manager position.

**Section 2.6 At-Will Employment.** Employee is an "at will" employee serving at the pleasure of the Board, as provided in Water Code section 30544. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a three-fifths (3/5) vote of the Board, subject to the qualification in Section 5.2.

**Section 2.7 Probationary Period.** This Section intentionally left blank.

**Section 2.8 No Property Right in Employment.** Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his "at will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary actions, including termination, by the District.

**Section 2.9 No Membership in Bargaining Unit.** Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

### **Section 3. Compensation.**

**3.1 Base Salary.** Employee shall be paid at a rate of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates, and shall be subject to all applicable payroll withholdings. Such compensation shall be the only monetary compensation the District pays and the Employee receives for Employee's services under this Agreement.

**Section 3.2 Employee Benefits.** During the Term of this Agreement, the District agrees to provide such benefits are as shown in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

**Section 3.3 District-Related Business Travel Reimbursement.** Employee's duties require that he have continuously available transportation for District business or other related purposes. Employee agrees to provide and utilize his own vehicle for District-related business. The

District shall reimburse Employee for any District-related business travel at the Internal Revenue Service (“IRS”) mileage rate, which may change from time to time.

**Section 3.4 Relocation Expenses.** The District will provide Employee with a maximum of Ten Thousand Dollars (\$10,000.00) for actual expenses incurred in moving in order to accept employment from the District. Employee shall submit receipts or other documentation to District as evidence of actual expenses incurred.

If Employee leaves District employment of his own volition prior to serving one year as the General Manager, he agrees to return fifty percent (50%) of the relocation expenses paid to him by the District. If Employee leaves District employment of his own volition after serving one year as General Manager but prior to serving two years in the position, he agrees to return twenty-five percent (25%) of the relocation expenses paid to him by the District. If Employee fails to remit the expenses at the time he leaves District employment, or fails to make separate written arrangements to repay the funds prior to his separation from District service, he agrees that he will be subject to suit by the District against him for breach of this Agreement, and he will pay all reasonable expenses related to collection efforts as well as any attorneys’ fees paid by the District to collect said reimbursement.

**Section 4. Performance Evaluation.** For the first year of this Agreement, performance evaluations shall be conducted by the Board of Directors following the end of the sixth (6th) and twelfth (12th) month following the Effective Date of this Agreement. After the first year of this Agreement, performance evaluations, shall be conducted annually by the Board of Directors in November of each year. The process, at a minimum, shall include the opportunity for both Parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, (C) present a written summary of the evaluation results, and (D) determine any merit and/or cost of living increases.

## **Section 5. Termination of Employment and Severance.**

**Section 5.1. Voluntary Resignation.** Employee may resign at any time and agrees to give the District at least sixty (60) days advance written notice of the effective date of Employee’s resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide at least three (3) months advance written notice. Employee’s actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 5.3 of this Agreement.

**Section 5.2. Termination by the Board.** The Board may terminate this Agreement and remove Employee from his position as the General Manager at any time with or without cause by a three-fifths (3/5) vote of the entire Board. Employee shall not be removed from office during or within a period of ninety (90) days following any general or special municipal election held at which a member of the Board is elected or is appointed to fill a vacancy between such elections. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation

leave. This compensation shall be based upon Employee's salary as of the date of employment termination.

**Section 5.3. Termination Without Good Cause.** In the event the District terminates this Agreement without cause within five (5) years after the Effective Date of this Agreement, the District shall pay Employee a sum equal to two (2) month's Base Salary including medical benefits ("Severance"). This potential Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act.

**Section 5.4. Termination For Good Cause.** The District may at any time immediately terminate this Agreement for Good Cause as defined in this Section 5.4. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the District is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District except in response to a lawful court or administrative subpoena or request of a regulatory agency;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Nonperformance of duties;
7. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
8. Repeated and protracted unexcused absences from the General Manager's necessary duties, including but not limited to office work, field work, remote work, weekend work, external meetings and continuing education.
9. Willful destruction or misuse of District property;
10. Conduct, except in response to 5.4.2, that in any way has a direct, substantial, and adverse effect on the District's reputation;
11. Willful violation of federal, state or District discrimination laws;

12. Continued substance abuse which adversely affects performance of Employee's duties as General Manager;
  13. Refusal to take or subscribe any oath or affirmation which is required by law;
  14. Permanent disability that renders Employee unable to perform the essential functions of his job with or without reasonable accommodation which places an undue burden on the District or Employee becoming otherwise unable to perform the duties of General Manager, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves;
15. Dishonesty;
16. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with the District's legitimate business interests; or
  17. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the District.

Notwithstanding any provision in this Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

**Section 6. Indemnification.** The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Gov. Code, § 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

**Section 7. Notices.** Any notice or communication required hereunder between the District and Employee must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by

Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the District

Del Paso Manor Water District  
1817 Maryal Drive, Suite 300  
Sacramento CA 95864  
Tel: (916) 487-0419  
Fax: (916) 487-8534

With a courtesy copy to:

White Brenner LLP  
1414 K Street, Suite 300  
Sacramento, California 95814  
Attention: Barbara A. Brenner, Esq.  
Tel: (916) 468-0950  
Fax: (916) 468-0951

If to Employee:

Alan J. Gardner  
c/o the District  
With CC to Employee's mailing address on file with  
District

**Section 8. Exhibits.** All "Exhibits" referred to below or attached to herein are, by this reference, incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A	Job Description
Exhibit B	Employee Benefits

## **Section 9. General Provisions**

**Section 9.1 Modification.** No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

**Section 9.2 Waiver.** No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**Section 9.3 Assignment.** No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**Section 9.4 Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**Section 9.5 Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against, the drafting party does not apply in interpreting this Agreement.

**Section 9.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**Section 9.7 Venue.** Venue for all legal proceedings shall be in the Superior Court of California for Sacramento County.

**Section 9.8 Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**Section 9.9 Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**Section 9.10 Entire Agreement.** This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

**Section 9.11 Supersedes Prior Agreements.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**Section 9.12 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

**Section 9.13 Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon, and inure to the benefit of, such Party, its successors and assigns.

**Section 9.14 Headings.** The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

**Section 9.15 Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**Section 9.16 Necessary Acts and Further Assurances.** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**Section 9.17 Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

*[SIGNATURES ON FOLLOWING PAGE.]*

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between EMPLOYEE and the DISTRICT as of the date of the Agreement set forth above.

**DISTRICT:**

Del Paso Manor Water District, a County  
Water District of the State of California

By: \_\_\_\_\_  
Ryan Saunders, President

Date Signed: \_\_\_\_\_

Approved as to Form and Content:

By: \_\_\_\_\_  
Barbara A. Brenner, General Counsel

**EMPLOYEE:**

By: \_\_\_\_\_  
Alan J. Gardner, an individual

Date Signed: \_\_\_\_\_

**EXHIBIT A**

**Job Description**

## **EXHIBIT A**

### **Job Description**

#### **POLICY NUMBER 1050: Overview of the General Manager's Role**

1050.1 The General Manager is an employee of the District and has an employment agreement which specifies his/her terms of employment. The General Manager is the administrative head of the District under the direction of the Board of Directors. He or she shall be responsible for the efficient administration of all the District's affairs which are under the General Manager's control. The General Manager plans, organizes, directs, coordinates and evaluates all District operations, programs, and resources in accordance with short and long range goals, policy statements, and directives from the Board.

1050.2 The General Manager's Duties are as described in the General Manager's Employment Agreement.

The District's General Manager shall be responsible and accountable for:

- a) The implementation of policies established by the Board of Directors for the operation of the District;
- b) The planning, direction, and coordination of the day-to-day operations of the District through the appropriate department heads or managers including administration, financing, maintenance, engineering, human resources, and others to effect operational efficiency;
- c) The appointment, supervision, discipline, compensation and dismissal of the District's employees, consistent with the employment policies established by the Board of Directors;
- d) Attend and participate in District Board meetings, prepare and present reports as necessary, represent the Board before external organizations including other agencies, governmental and regulatory entities, business and community groups;
- e) The supervision of the District's facilities and services; and
- f) The supervision of the District's finances.

1050.3 The District's General Manager serves at the pleasure of the Board. The Board will provide policy direction and instruction to the General Manager on matters within the authority of the Board during duly-convened board meetings. Members of the Board will deal with matters within the authority of the General Manager through the General Manager and not through other District employees. Members of the Board will refrain from making requests directly to District employees (other than the General Manager) to undertake analyses, perform other work assignments, or change the priority of work assignments. As members of the public, Directors may request non-confidential, factual information regarding District operations from District employees.

## **Job Description**

Under broad policy and general administrative direction from the Board of Directors (“the Board”), the General Manager plans, organizes, directs and reviews the overall administrative activities and operations of the District; provides advice and assists the Board; and represents the District’s interests at local, regional, state, and federal levels. The position is employed under contract as the General Manager for the District, which is the highest-level position in the organization. This position reviews budget requests, makes recommendations to the board on final expenditure levels, and is responsible for employer-employee relations.

### **Broad Duties**

The broad duties of the General Manager are set forth in the California Water Code as follows:

Pursuant to California Water Code section 30580, the General Manager shall:

- (a) Have full charge and control of the maintenance, operation, and construction of the water works system of the District.
- (b) Have full power and authority to employ and discharge all employees at pleasure.
- (c) Prescribe the duties of employees.
- (d) Fix and alter the compensation of employees subject to approval by the Board.

Pursuant to California Water Code section 30581 the General Manager shall also:

- (a) Perform other duties imposed by the Board.
- (b) Report to the Board in accordance with the rules and regulations as it adopts.

### **Essential Duties and Responsibilities**

The following duties are typical for this position. Depending upon the assignment, the position may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. The Board retains the right to add, remove, or change duties at any time. This position is full time and requires a minimum of forty (40) hours of work per week performing District duties. Attendance at all District board and committee meetings is required.

- Serve as the Chief Administrative Officer for the District.
- Perform as the District Incident Manager when Emergency Response Plan is implemented.

- Serve as the District's spokesperson to the media, general public, and ratepayers after consultation with the Board of Directors and General Counsel.
- Effectively represent the District and its interests with federal, state and local agencies and elected officials, other special districts, professional groups, and the public.
- Responsible for the District's Conservation Program, including performing audits as necessary.
- Direct projects, programs, grants, and contracts.
- Prepare leases and agreements with other agencies
- Responsible for the safety and security of all District owned and leased properties including all equipment.
- Comply with District, local, state and federal regulations, work with consultants on regulatory and compliance requirements; provide advice/consultation regarding legislation to the District and Board.

## **Personnel**

- Budget and approve the appointment of personnel.
- Assume responsibility for District personnel matters, including employment procedures, grievances, classification, compensation, and employer-employee relations.
- Provide leadership and guidance to all District employees.
- Provide coverage for the job duties of employees when they are on vacation or sick leave.
- Mentor, supervise, train, discipline, and evaluate the performance of direct reports.
- Maintain awareness of operation practices and recommend changes which increase the efficiency and economy of District operations.
- Confer with outside legal counsel on legal and regulatory issues affecting the District.
- Establish and maintain cooperative working relationships with co-workers, the Board, outside agencies, and the public.
- Manage in-house and outsourced functions: Payroll, Information Technology, Engineering, and others, as needed.
- Prepare payroll data, reports, and review timecards.

## **Board of Directors**

- Attend District Board and committee meetings; present reports and agenda items regarding District programs
- Represent the District as Secretary of the Board, (if so appointed), and serve on committees as appointed.
- Direct the development, implementation and enforcement of District goals, objectives, policies, regulations, and procedures; approve new or modified programs, systems, and administrative/personnel policies and procedures.
- Coordinate District activities with outside agencies and organizations.
- Provide consultation, advice, and recommendations for the Board's consideration and adoption; provide staff assistance to the Board.
- Direct and oversee the development of Board agendas.
- Research, prepare, and present technical and administrative reports and studies to the Board and a variety of committees and the public; prepare written correspondence.

## **Financial Management**

- Maintain a documented system of accounting and operations policies and Standard Operating Procedures.
- Design and implement an organizational structure adequate for achieving the District's goals and objectives
- Direct and oversee the development, presentation, and administration of the District budget; make recommendations to the Board on final expenditure levels.
- Prepare and review District contracts, leases, and agreements with vendors and other agencies, along with other legal and financial documents.
- Countersign all contracts, leases, and agreements as Secretary of the Board, (if so appointed), after review of District counsel, Board approval, and signature of the Board President.
- Prepare monthly/quarterly reports to government agencies as required.
- Issue timely and complete financial statements, reports, and budgets.
- Responsible for annual audit and compliance duties.

## **Qualifications**

### *Knowledge of:*

- Public water system operations.
- Principles, methods, techniques, and objectives of public administration.
- Planning, organizing, directing, and supervising the operations of a Special District.
- Policies, procedures, rules, regulations, and methods of enforcement.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Federal, state, county, and local regulatory compliance.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of safety and risk management.
- Project management, budget principles, and fiscal controls.
- Cost estimating, contract administration, research, and evaluation methods.
- Public personnel administration, labor relations, and employer-employee relations.

### *Ability to:*

- Plan, organize, coordinate, and direct District's operations to achieve efficiency and meet program goals.
- Exercise leadership, authority, and supervision tactfully and effectively.
- Exercise good judgment.
- Administer a District budget and fiscal control process.
- Evaluate and make recommendations on improvements to existing District operations, programs, and services.
- Collect, organize, and analyze data on variety of topics.
- Analyze situations and make sound recommendations in support of District goals.
- Communicate effectively both orally and in writing with the Board of Directors, coworkers, and the public in one-to-one and group settings.
- Understand, interpret, and apply laws, rules, regulations, and ordinances relating to District activities.

- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies.
- Effectively represent the District with the public, community groups, contractors, and other organizations.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, personal computer, and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.

## **Education, Experience and Certification**

*Required:*

- A Bachelor's Degree from an accredited college or university with major course work in Business, Public Administration, Engineering or a closely related field.
- Five years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Three years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three years of managerial experience in a public agency.

***NOTE: This position requires passing a background check and drug test prior to start date.***

*Desirable:*

Any equivalent combination of education and experience which provides the knowledge and abilities necessary to perform the work – for example:

- Master's Degree (MBA/MPA) from an accredited college or university in Business, Public Administration, Engineering or a closely-related field.
- Four or more years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Four or more years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three or more years of managerial experience in a water agency highly desirable.

**Licenses:**

- Possess a valid State of California Class C driver's license.
- Proof of good driving record as evidenced by absence of multiple or serious traffic violations or accidents for at least two years prior to application.
- Water Treatment and/or Distribution Operator License (State of California) Level II must be obtained within 2 years after date of hire.

***License and Certification Maintenance:*** Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.

***NOTE:*** The specific statements shown in each section of this job description are not intended to be all inclusive.

*They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.*

**Physical Requirements**

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- Travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District-related duties and activities.
- Regularly work in an office environment: Work at a desk/table for an extended period of time; sit and stand for an extended period of time.
- Ability to bend (neck and waist), squat, climb, crouch, stoop, kneel, twist, grasp, fine manipulation, push, pull, reach (above and below shoulder level), balance, stand, walk.
- Ability to reach, lift, carry and move objects up to 25 pounds (e.g. storage boxes, large binders, books, outreach materials and supplies, tables, chairs, popup shade structures, etc.).
- Repetitive use of hands.

## **Environmental and Working Conditions**

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Regularly work in ambient room temperatures, lighting and traditional office equipment as found in a typical office environment.
- Work outside of business hours (i.e. nights, weekends, holidays, etc.) as required to meet the needs of the District.
- The performance of this position may occasionally require exposure to job site, distribution and production areas where:
- Certain areas may require the use of personal protective equipment such as hard hats, safety glasses, and hearing protection.
- May be both indoors and outdoors in all weather conditions with exposure to dust, dirt, water, and significant temperature changes between cold and heat; on various types of terrain and footing which may be slippery or uneven; around moving objects or vehicles; in small/tight spaces.
- May be around machinery with moving parts or stationary equipment; near hazardous chemicals; exposed to fumes/smoke/gases.

**EXHIBIT B**

**Employee Benefits**

## **EMPLOYEE BENEFITS**

CalPERS Retirement (Classic 2% @55; PEPRA 2% @62).

Deferred Compensation 457 Plan.

Fully paid Health Insurance for employee and dependents.

Fully paid Dental, Vision & EAP for employee and dependents.

Vacation – Accrue between 10 to 21 days per year based on years of service.

Accrued from the 1st day of employment as follows:

- 10 days per year – For the first 3 years
- 15 days per year – For the 4th through 10th year
- 18 days per year – For the 11th through 15th year
- 21 days per year – Thereafter

Employees hired after June 1, 2019 may not accrue more than 150% of the annual vacation accrual rate applicable to them. Upon reaching the maximum annual accrual, vacation shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. By way of example, an employee during his/her first three years of employment may not accrue more than 15 days of vacation leave.

Administrative Leave – Accrue from the 1<sup>st</sup> day of employment 5 days of annual Administrative Leave per year. Employee must not accrue more than 10 days of Administrative Leave without using it. Upon reaching the maximum accrual, Administrative Leave will cease to accrue until the accrued Administrative Leave days are reduced below the maximum by usage of Administrative Leave. Unused Administrative Leave will have no cash value to Employee.

Sick Leave - 12 days per year

Holidays - 12 days per year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day after, Christmas Eve, Christmas Day, and one (1) personal floating day subject to approval.