

ITEM #1

Action - Adopt Findings that the COVID-19 State of Emergency Continues to Directly Impact the Ability of the Legislative Bodies of the District to Meet Safely in Person and Extend the Time that the Legislative Bodies of the District May Continue to Teleconference Without Compliance with Government Code section 54953, subdivision (b)(3)

ITEM #2

*Discussion and/or Action – Vote on ACWA President and Vice
President positions*



MEMORANDUM

Via U.S. Mail and Electronic Mail

TO: ACWA Member Agency Board Presidents and General Managers
CC: ACWA Board of Director
FROM: Dave Eggerton, ACWA Executive Director
DATE: October 4, 2021
SUBJECT: Notice of General Session Membership Meeting — December 1, 2021

There will be a General Session Membership Meeting on **December 1, 2021, at 12:00 p.m.** The purpose of this meeting is to formally nominate and elect ACWA's President and Vice President for the 2022-2023 term. At its meeting on September 24, 2021, the ACWA Board of Directors approved procedures whereby ACWA members will be able to participate and vote in the upcoming membership meeting and election in person or virtually. These procedures are in accordance with California Corporations Code Sections 20, 21, 5079 and subsections (a) and (f) of Section 7510, as well as Article 9 of ACWA's Bylaws. The in-person meeting will be held in Ballroom D-H of the Pasadena Convention Center. Virtual voting delegates will participate via Zoom. Staff will provide the Zoom access information to the virtual voting delegates upon receipt of the Voter Designation & Information Form and the member agency's Consent to Electronic Transmissions, Meetings & Voting Form. Members who wish to attend the membership meeting virtually as a non-voting participant can obtain the registration link by contacting Clerk of the Board Donna Pangborn at donna@acwa.com or 916-441-4545 to confirm their member agency has submitted the requisite Consent to Electronic Transmissions, Meetings & Voting Form.

Election/Voting Process

The ACWA Nominating Committee has announced a 2022-2023 slate that recommends current **Vice President Pamela Tobin for ACWA President** and current **Region 10 Vice Chair Cathy Green for ACWA Vice President**. The Nominating Committee's 2022-2023 slate will be presented for the members' consideration and vote at the membership meeting on December 1.

As provided by ACWA's Bylaws (Article 9, Section 9) nominations from the floor will be accepted prior to the vote on the Nominating Committee's slate. The Bylaws require that floor nominations and seconds be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves must submit a resolution of support if they are not the agency making the floor nomination or second. The resolutions to facilitate floor nominations must be submitted to the Clerk of the Board Donna Pangborn at donna@acwa.com by **COB Wednesday, November 24, 2021**.

➤ **See attachment for detailed Membership Meeting & Election Procedures.**

ACWA will be using a voting system called Live-Tally, which will allow voters to vote using a handheld keypad OR online keypad (which can be accessed through any modern web browser on a computer, tablet or smart phone). **Voters must be present at the membership meeting, either in person or virtually, to vote.**

Consistent with ACWA's Bylaws, Article 9, Section 5, "each member of the Association shall be entitled to one vote that shall be cast by its authorized representative."

- Member agencies must indicate their voting representative and alternate on the attached Voter Designation & Information Form.
- Member agencies must indicate if their voting representative/alternate is attending in person or virtually as well as provide all of the information identified on the form in order for ACWA to facilitate all aspects of the membership meeting and voting processes.

Members who desire to participate in the membership meeting virtually and vote electronically are required to sign and return the attached Consent to Electronic Transmissions, Meetings & Voting Form by November 24, 2021, consistent with the California Corporations Code.

Deadline & Changes

The deadline for submitting the Voter Designation & Information Form is **Wednesday, November 24, 2021**. While this form identifies both a voting delegate and an alternate voting delegate for the ACWA member agency, if for any reason the member agency desires for the alternate voting delegate to vote at the election in place of its designated voting delegate, the member agency must notify ACWA in advance of its exchange of voting delegates by contacting the Clerk of the Board Donna Pangborn at donnap@acwa.com or 916-441-4545 **no later than Monday, November 29, 2021**. Staff will then provide the member agency's alternate voter with the Zoom and Live-Tally access/participant information if the voter is participating virtually.

ACWA General Session Desk

ACWA staff will be available at the **ACWA General Session Desk**, located in the Ballroom Lobby of the Pasadena Convention Center, on **Wednesday, December 1**, between **9:00 a.m. and 11:45 a.m.** to answer questions about the membership meeting and election process.

In-person voters need to check in at the ACWA General Session Desk on Wednesday, December 1, between 10:30 and 11:45 a.m. to pick up handheld keypads.

If you have any questions regarding this process, please contact Clerk of the Board Donna Pangborn at 916-441-4545 or donnap@acwa.com.

dgp

Attachments:

1. Membership Meeting & Election Procedures
2. Voter Designation & Information Form
3. Consent to Electronic Transmission, Meetings & Voting Form

ITEM #3


*Discussion and/or Action – Vote on Sacramento County LAFCo Special
District Commissioner & Alternate Commissioner*



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939
www.saclafco.org

DATE: October 1, 2021

TO: Special Districts' Selection Committee

FROM: José C. Henríquez, Executive Officer 
Sacramento Local Agency Formation Commission

RE: **Selection of Special District Commissioner and Alternate Special District Commissioner**
For the Sacramento Local Agency Formation Commission
Term of Office: **January 1, 2022 to December 31, 2025**

Pursuant to the provisions of Section 56332 of the Government Code, the Executive Officer has determined that a meeting of the Special District Selection Committee for the purpose of selecting a Special District Commissioner [Office No. 7] and Alternate Special District Commissioner [Office No. 6 & 7] to serve on the Sacramento Local Agency Formation Commission is not feasible. Based on past experience, due to the size of the Special District Selection Committee, it has been difficult to establish a quorum. Therefore, the business of the Special District Selection Committee will be conducted in writing, as provided in the cited section code.

Please see the attached Ballot

Please select one candidate for Special District Commissioner.

AND

Please select one candidate for Alternate Special District Commissioner.

Please return the ballot to the LAFCo office no later than:

4:00 P.M. on WEDNESDAY, NOVEMBER 17, 2021 To be valid, selection of a candidate must be done by a majority vote of the governing board of an Independent Special District in an official meeting of that board and certified by the secretary or clerk of the board.

Any ballot received after the date specified above shall not be valid. The candidate who receives the most votes will be determined the winner outright. In the event of a tie, there will be a run-off selection held in the same format as the initial selection. The LAFCo Executive Officer will announce the results of the selection within seven days of the specified date.

If you have questions regarding selection procedures, please contact the Sacramento LAFCo Commission Clerk, Diane Thorpe, at (916) 874-6458.

Return:

**Sacramento LAFCo
1112 "I" Street; Suite 100
Sacramento, CA 95814**

or e-mail:

Diane.Thorpe@SacLAFCo.org



Ballot

LAFCo Special District Commissioner & Alternate

Commissioner & Alternate Commissioner

Please select one candidate from each COLUMN

Ballot A

Commissioner - Office No. 7

Please select **ONE** candidate **BELOW**

Edward J. "Ted" Costa
San Juan Water District

Michael Hanson
Arcade Creek Recreation & Park District

Gay Jones (Incumbent)
Sacramento Metropolitan Fire District

Ballot B

Alternate Commissioner - for Offices No. 6 & 7

Please select **ONE** candidate **BELOW**

Michael Hanson
Arcade Creek Recreation & Park District

Charlea Moore (Incumbent)
Rio Linda Elverta Recreation & Park District

Ballot must be received by **4:00 pm on Wednesday November 17, 2021**

Special Districts must return the ballots to LAFCo by the date specified above. Any ballot received after the specified date shall not be valid. *The information below must be complete*

The candidate who receives the most votes will be determined the winner outright.

The LAFCo Executive Officer will announce the results of the election within seven days of the specified date.

Please mail completed ballot to LAFCo Commission Clerk at 1112 "I" Street, Suite 100; Sacramento CA 95814
or send via e-mail to: Diane.Thorpe@SacLAFCo.org

contact Diane Thorpe at (916) 874-6458 if you have any questions.

Name of Special District

Street Address

District Website Address

Date of Meeting

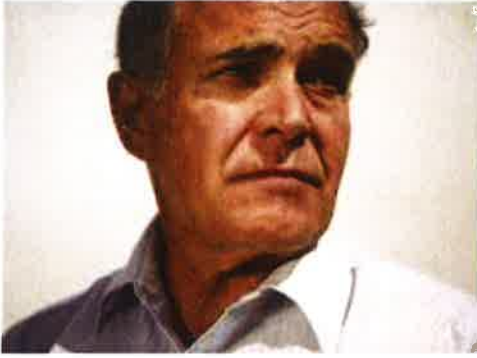
District Phone Number

Signature of Secretary or Clerk of the Board

Phone Number

Print Name

E-mail Address



Resume of Edward J. (Ted) Costa

TESTED AND TRUSTED

TED COSTA IS:

I was born and raised on a family farm in South Natomas and educated in local schools---American River College and UC Davis;

Mentored in politics by the late Paul Gann and Senator S.I. Hayakawa;

Intricately involved in thirteen state-wide initiatives----from Prop. 13 to Re-Redistricting Reform. I drafted three sections of the California State Constitution. I managed 16 lawsuits before the Court of Appeals and Supreme Court. We won 15.

I am currently a board member of the San Juan Water District, a Community Service District that takes American River water, treats it and sends it to water districts in the northeast part of Sacramento County AND at the lowest cost in the entire state.

I live in Citrus Heights with my wife Dr. Jayna and our many animals.

TED COSTA BELIEVES:

Special Districts are the backbone of government. When our water main breaks, we don't call a Legislator. When our power goes out, we don't call a Congressman. We call our Special Districts for all these services. It is so important our special districts are run as efficiently as possible and held accountable to the people. LAFCO is the agency that makes that happen.

LAFCO powers come straight from the Legislature and are rightfully divided up by counties, cities and special districts with the intent of making local governmental subdivisions work more efficiently for the people.

If you vote for me, I will work hard to be a good steward of your trust. Please feel free to contact me: (916) 599-2986, tedcosta@tecosta.com

Michael Hanson, PMP

5668 Rolling Oak Drive
Sacramento, CA 95841

510-386-0345
Sacramento, CA 95841

mhanson2013@outlook.com

Dedicated Project manager and Technical Analyst bringing focus leadership, team building, relationship building, communication, technical skills, innovative approaches, and with critical thinking assess complex problems and work towards solutions. A self-starter with excellent communication skills and solid project management background in the areas of consulting, initiation, requirements gathering and validation, change management, staffing and team building, task estimation, and client interaction. Build strong teams with a focus on delivering on customer needs though teamwork, positive attitude, being well organized, using critical thinking, continuous improvement, conflict resolution, with a hands-on approach, and a single point of contact. Experience managing projects and teams in various environments including Insurance, Government, Technology, and Non-profit.

Experience

Arcade Creek Recreation and Park District Director

12/2014 – present

- Chair 2015
- Director leading the Master Plan project
- Secretary/Treasurer and member of the Finance committee 2017-2019
- Vice-Chair and member of search committee for new GM (2020)
- Served on Sacramento Special District Advisory Commission (2 terms)

Key accomplishments:

- 1) Worked to get ACRPD out of debt with CalPERS. In 2015, we had a debt with CalPERS of ~500K and today, we are current. This frees up financial capability to equipment and capabilities for our employees and begin to address community needs related to the Parks.
- 2) Part of the team to update a master plan that was 20+ years old. The district needs to have a direction so we can build a patchwork towards the common goal using available resources.
- 3) On the search committee to locate the replacement GM for the district. We found an ideal individual who has a wealth of experience, wanted to come to Sacramento, and would fit in with the current employees.
- 4) I was granted a scholarship to the CARPD Convention in Tahoe. This provided the impetus to pursue a Shine Grant resulting in lighting Arcade Creek Park with LED lighting powered by solar panels.

Benevolent and Protective Order of Elks Officer Carmichael Elks Lodge #2103

12/2014 – present

Worked in various roles including being elected as "president" twice and elected as a trustee to the board of directors twice. I chaired the operational aspects of the 1300-member Lodge through the COVID-19 shutdowns, etc. Worked with members to keep the finances positive. While we lost ~100 members during COVID, we have recovered almost that many this year and are continuing to grow. The Lodge building was built in the 1960s, 1970s, and 1980s. It has a large footprint on the 9+ acre lot. We have been managing significant costs related to the air conditioning and general upkeep of the buildings.

30+ Years in Data Processing

During my years in data processing, I worked in varied industries: Government/Technical (Stanford Research Institute), Chip Manufacturing (Advanced Micro Devices), Education (University of California at Davis), Insurance (CSAA), and support/outsourcing companies (EDS, HP). During my time in these organizations, I was a developer, team lead, department manager and project manager. The opportunities afforded in these organizations provided the background to aid other organizations in their growth.

Highlights:

- At Stanford Research, I worked on the Headstart Project consolidation of data tracking children across years and schools. This helped provide the winning of the contract related to the Follow-Thru project.
- During my 10 years at AMD, I managed a team supporting Shipping and the fabrication units, managed one of the Computer Operations teams to streamline the processing, and started into Project Management. One of the efforts I completed cut computer report paper usage by over half by isolating the needed reports for the specific organization and eliminating superfluous copies of reports.
- At UC Davis, my team was responsible in supporting the HR/Payroll systems and Departmental Computing. While much of the actual data processing occurred at the Office of the President so all campus reporting was consistent, our role was to deliver the information and support to the various departments on campus. As part of the Departmental Computing effort, we won the contract with the Transportation and Parking Unit to replace their system with one that would be maintained and supported on campus.
- At CSAA, I lead a team supporting Membership systems, brought in new technologies, helped to test and discard one system replacement that did not work consistently, and moved into project management. During my time at CSAA I was part of an outsourcing effort to move all computing support to an external vendor (EDS) while the support team continued to sit at their current desks and support CSAA. This arrangement continued for over 20 years as I was either working for the vendor, EDS then HP, managing the work for CSAA or working for CSAA managing the work being performed by the vendor. We moved data centers, applications, and generally supported the work associated with CSAA until they were finally able to insource their data processing.

Fellow Special District Directors,

I respectfully request your vote to continue as Special District Commissioner, Seat # 7, on the Sacramento County Local Agency Formation Commission. Representing Special Districts on Sacramento LAFCO is a privilege and an honor.

Special Districts represent the most basic connection between citizens and their government. We really are the closest public entity to our community. We provide our neighborhoods with services and responsiveness that are found no where else. This close connection makes it imperative that the voice of Special Districts is heard and represented at our Local Agency Formation Commission. This is why I want to serve on LAFCO.

As the incumbent, there are several areas in which I want to continue to build upon.

The first is the Special District Advisory Committee (SDAC). As a member since inception, I have continued to expand the voice of Special Districts at Sacramento LAFCO. Emphasizing the importance of Municipal Service Reviews, maintaining an open dialogue among Special Districts in our county, and discussing the impacts of proposed LAFCO applications upon Districts are very important to me. Sharing information amongst ourselves contributes to our success, and SDAC facilitates this exchange.

The second is to continue to work closely with the California Special District Association (CSDA). A strong, professional and valuable relationship exists between us. It is very important to continue working together in areas of mutual concern to make Special Districts strong and successful.

A third area is the California Association of Local Agency Formation Commissions (CALAFCO). I have served on the Board of Directors of CALAFCO since 2006. This work informs me on statewide issues that can carry many implications for LAFCOs.

Thank you for your support. Please contact me with any questions or comments you may have.

Sincerely,

Gay Jones, Director
Sacramento Metropolitan Fire District

Special District Commissioner
Sacramento LAFCO.

916-208-0736



Gay Jones (Incumbent)

Sacramento Metropolitan Fire District
10545 Armstrong Avenue, Suite 200
Mather, CA 95655
Phone: (916) 208-0736

STATEMENT OF QUALIFICATIONS

My experience representing Special Districts continues to broaden and deepen. This is reflected by my service as a Sacramento Metropolitan Fire District Director, as a Sacramento County LAFCO Commissioner and as a CALAFCO Board Member.

The challenge to use critical thinking to make decisions never diminishes. It is hard work to investigate and study all aspects surrounding an issue. Asking questions and listening to the replies requires a commitment to weigh, measure and balance all the information. That analysis, in turn, must be informed by sound public policy.

My goal is to support this process where critical thinking joins sound public policy resulting in good decisions.

EXPERIENCE

- 2000 – Present: Director for Sacramento Metropolitan Fire District
- 1981 – 2006: Sacramento Fire Department (Retired Captain)
- 1973 – 1979: United States Peace Corps

LAFCo Experience

- 2006 – Present: Special District Commissioner for Sacramento LAFCo
- 2004 – 2006: Alternate Commissioner for Sacramento LAFCo

CALACFO State Level Experience

- 2006 – Present: Board Member for California Association of LAFCo (CALAFCO)

- 2013 – 2018 : Executive Board Member, CALAFCO
- 2015: Chair for CALAFCO Annual Conference

EDUCATION AND CERTIFICATES

- Master's Degree, California State University, Sacramento
- Bachelor of Science, Lewis and Clark College
- Associate Degree, American River Community College
- Chief Officer Certification, California State Board of Fire Service
- Special District Leadership and Management Certification, Special District Institute

COMMUNITY ACTIVITIES

- Chair, Cordova Community Planning Advisory Council, Sacramento County
- Steering Committee Member, Butterfield Riviera East Community Association (BRECA) since 1998
- Member, American River Parkway Coalition

Charlea R Moore

8840 El Verano Ave. • Elverta, CA 95626

Phone 916-991-0338 (home)

Cell 916-275-3275 (best contact)

Email - Charhorseranch@aol.com

Applicant Statement for the Special District LAFCO Representative

I moved from Glassboro New Jersey to Rio Linda Elverta in 1981, along with my 3 year old daughter and my husband.

Almost immediately I became involved with Sacramento County Service Area #3 which was the forerunner of our current independant Parks and Recreation District serving the Rio Linda Elverta Communities. This involvement was the result of reading a statement in the local paper, indicating that the Parks Advisory Board had determined that there were sufficient equestrian trails in the area. I was very happy to advocate for additional trails and in the process begin my education in local governance processes.

Over the next several decades I was appointed to numerous County and Local advisory boards, steering committees and ad hoc committees. My interest expanded to include growth issues, flood issues and agriculture/suburban/urban issues.

I learned a great deal about how government works and how Special Districts fit into the process. I became a strong advocate for local governance after going through 3 incorporation attempts in the Rio Linda Elverta communities and in the education process I switched from anti-incorporation to pro-incorporation for unincorporated communities.

In about 1992 I was appointed to the RLE CPAC in and served during the Community Plan Update. I am familiar with the governance process and with procedures for arriving at a decision as a board member. I have served several terms on CPAC under four different County Supervisors since that initial appointment. All of these experiences were very educational for me.

In 2002 I successfully ran for the Rio Linda Elverta Recreation and Parks District. I truly enjoyed and have greatly benefited from the experience of becoming an elected board member. I ran again in 2016 and am currently serving as Secretary for the RLE Recreation and Parks District.

I believe that my history in the community and experience as an elected public official will be an asset for Special Districts as a LAFCO Special District Board member.

Thank you,

Charlea R. Moore

RESOLUTION NO. 20212910-1
A RESOLUTION OF THE DEL PASO MANOR BOARD OF DIRECTORS
MAKING NOMINATIONS TO THE SACRAMENTO COUNTY LOCAL
AGENCY FORMATION COMMISSION FOR SPECIAL
DISTRICT REGULAR MEMBER

WHEREAS, the Board of Directors (“Board”) of the Del Paso Manor Water District (the “District”) has received notice of the request for nominations for a Special District Regular Member Position on the Local Agency Formation Commission (“LAFCo”) of Sacramento County, pursuant to Section 56332 of the Government Code; and

WHEREAS, the Board has considered this request and determined to nominate the individual named below to serve on the Sacramento County LAFCo as a Special District Regular Member;

NOW THEREFORE, BE IT RESOLVED, the Board is nominating _____ for Special District Regular Member with a term to expire on DATE.

PASSED AND ADOPTED by the Board of Directors of the Del Paso Manor Water District at a meeting of said Board held on the ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Ryan Saunders
Board President
Del Paso Manor Water District

I hereby accept nomination for the position of Special District Regular Member of Sacramento County LAFCo for the term ending DATE.

Name (printed): _____

Signature: _____

RESOLUTION NO. 20212910-2
A RESOLUTION OF THE DEL PASO MANOR BOARD OF DIRECTORS
MAKING NOMINATIONS TO THE SACRAMENTO COUNTY LOCAL
AGENCY FORMATION COMMISSION FOR SPECIAL
DISTRICT ALTERNATE MEMBER

WHEREAS, the Board of Directors (“Board”) of the Del Paso Manor Water District (the “District”) has received notice of the request for nominations for a Special District Alternate Member Position on the Local Agency Formation Commission (“LAFCo”) of Sacramento County, pursuant to Section 56332 of the Government Code; and

WHEREAS, the Board has considered this request and determined to nominate the individual named below to serve on the Sacramento County LAFCo as a Special District Alternate Member;

NOW THEREFORE, BE IT RESOLVED, the Board is nominating _____ for Special District Alternate Member with a term to expire on DATE.

PASSED AND ADOPTED by the Board of Directors of the Del Paso Manor Water District at a meeting of said Board held on the ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Ryan Saunders
Board President
Del Paso Manor Water District

I hereby accept the nomination for the position of Special District Alternate Member of Sacramento County LAFCo for the term ending DATE.

Name (printed): _____

Signature: _____

ITEM #4

*Review and/or Action - Update of General Manager job description
to align with contract and clarify the benefits*

November 3, 2021 Regular Board Meeting

Item 2

Attached are:

The body of Alan Gardner's employment contract.

A listing of the proposed changes

The existing language of Exhibit A

The amended language of Exhibit A

The existing language of Exhibit B

The amended language of Exhibit B

**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 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.]

LISTING OF PROPOSED CHANGES

Policy 1050 is EXHIBIT A to the employment contract Job Description

Paragraph 1050.2, Page 1, second sentence.

Please amend to read: "The District's General Manager through his experience, management and supervision of staff and contractors shall be responsible and accountable for:". **This change is necessary because** otherwise the impression can be that the GM must perform all of the duties personally which is not possible. And, I suggest the intent of the members of the then Board was to create language that made it easy to pick an item of nonperformance regardless of how good the overall performance was and terminate for cause. Seven temporary or permanent people in the GM position in two years is an example of their intent.

Paragraph 1050.3, Page 1, last sentence.

Please eliminate this sentence. It is contrary to Policy 1020.1. The purpose of the policy was to prevent Directors from disrupting the GM's management of employee time. As stated in 1020.1, the request should come to the GM who will decide the appropriate staff member to respond. This is especially important in a District with such limited staff and resources.

Page 2, Broad Duties sub (d).

Please restate to be consistent with Section 2.3(C).

"The Board approves new positions, their terms and salary bands. Once the budget is approved, including the funds for personnel, it is the GM's job to determine how much within the approved budget the employee receives."

Page 2, Essential Duties and Responsibilities.

This is a salaried position, not hourly, as stated in Section 2.5. Please eliminate the last two sentences of the first paragraph and substitute language from Section 2.5 with additional detail to read:

"This position is full time and the GM's work performing District duties should average 40 hours or above including, but not limited to, office work, field work, remote work, weekend work, external meetings and continuing education. Attendance at all District board and committee meetings is required, unless excused or the GM is out of town on District business or vacation."

Page 3, Personnel.

Bullet 4 Please amend to add at the end, "or if a certified position, arrange for a certificated person to be on call if needed."

Page 4, Board of Directors

Of the 7 bullets, except for the second one, they could and should be under the GM.

Re bullet 2: Please strike “as Secretary of the Board, (if so appointed),”

I know that in the past they’ve had the GM be Board Secretary. I suggest that is not a best practice since I could not certify my own signature. I am investigating and anticipate presenting alternatives at the December regular meeting.

Page 5, Financial Management

Bullet 5. Rather than countersigning by the Secretary just change it to the GM.

Page 7, Licenses.

I discussed this during the interviews and had no objection to using my National Certified Utility Manager, Water & Wastewater as satisfying this requirement.

Please change to add: the T2 and/or D2 “and/or Certified Utility Manager, Water & Wastewater must be obtained or maintained”.

Page 7, License and Certification Maintenance

It is implied, but please make explicit by **adding** at the end of the paragraph:

“The District will pay for the education or training requirements.”

EXHIBIT B CLARIFICATION

The change clarifies that the GM has two weeks’ vacation and 5 days administrative time beginning with employment and available the first year.

**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 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

EMPLOYEE:

By: _____
Ryan Saunders, President

By: _____
Alan J. Gardner, an individual

Date Signed: _____

Date Signed: _____

Approved as to Form and Content:

By: _____
Barbara A. Brenner, General Counsel

ITEM #5

Discussion and/or Action – Approval of reimbursement for additional living expenses associated with delay of General Manager agreement

ITEM #6

Discussion and/or Action - Facilitation and hosting of teleconference platform for District and Board Secretary duties

ITEM #7

*Discussion and/or Direction for General Manager – Review
Hydro Science final invoice and adherence to RFQ and scope of
work*

Hydroscience Engineers Inc
 10569 Old Placerville Road
 Sacramento, CA 95827

Del Paso Manor Water District
 Adam Coyan
 1817 Maryal Drive, Suite#300
 Sacramento, CA 95864

Invoice number 475001006
 Date 05/31/2021

Project **475-001 Del Paso Manor Water District-
 Update to 2009 Master Plan**

INVOICE for professional services through 05/30/2021

Dear Mr. Adam Coyan,

Enclosed is our invoice for services on the subject project.
 A summary of work performed and included on this invoice is as follows:

- Project Management/Coordination/Meeting
 - Resolve concerns with model
 - QC Draft Report
- Phase 1 - Review System Information and Perform Preliminary Evaluations
 - No work this billing cycle.
- Phase 2 - Update to 2009 Water Master Plan
 - Updating pump controls
 - Re-stabilizing model
 - Prepare new model reports
 - Internal team meetings
 - Preparing and writing report
 - Submit Draft Report
 - Attend 2 DPM Board Meetings to present findings and discuss comments and responses

Invoice Summary

Description	Authorized Budget	Prior Billed	Amount this Invoice	Total Billed	Percent Expended	Remaining Budget
100 Review System Information and Preliminary Evaluations	15,560.00	15,437.50	0.00	15,437.50	99.21	122.50
101 Update to 2009 Master Plan	41,270.00	33,317.50	7,923.75	41,241.25	99.93	28.75
Total	56,830.00	48,755.00	7,923.75	56,678.75	99.73	151.25

\$ 7,923.75

Del Paso Manor Water District
Project **475-001 Del Paso Manor Water District-Update to 2009 Master Plan**

Invoice number 475001006
Date 05/31/2021

101 Update to 2009 Master Plan

Professional Services

	Hours	Rate	Billed Amount
Engineer II	4.75	175.00	831.25
Engineer IV	16.00	195.00	3,120.00
Engineer VI	10.00	215.00	2,150.00
Engineer VIII	4.50	235.00	1,057.50
Principal	3.00	255.00	765.00
			<hr/>
		Phase subtotal	7,923.75
			<hr/>
		Invoice total	7,923.75
			<hr/> <hr/>

Approved by:

Alicia J. Brundage
Project Manager

ITEM #8

*Discussion of Board Policy update for rotational Board positions
(President and Vice President)*

ITEM #9

Update on authorized generator for Well 9

**CHASE
ELECTRICAL
ENGINEERING**

5710 Garfield Ave, Suite "C" - Sacramento, Ca 95841
(916) 344-4878
FAX # (916) 344-6667
e-mail: dchase@chase-ee.com

Design with Concern

Date: September 24, 2021

To: Del Paso Manor Water District
1817 Maryal drive, Suite 300
Sacramento, CA 95821

Attn: Victoria Hoppe

Re: Generator addition for Well #9

We are pleased to offer our Engineering Consulting services to prepare electrical Construction Documents for the addition of a stand-by generator system for support of the pumping station at Well #9. It is understood that the well pump at this location is driven by a 150 HP motor and that the pump and all auxiliary and support equipment at the station shall be supported by the proposed standby generator system.

BASIC SERVICES:

1. Provide on-site investigation(s) as needed to determine existing conditions expected to effect the design or new construction.
2. Perform computer load analysis to determine the proper generator alternator and engine combination required for this application.
3. Coordinate the system design with the District and specify the appropriate generator and transfer switch for procurement and installation.
4. Design additional lighting if needed for maintenance and security.
5. Design the standby power distribution and branch circuits for the new installation.
6. Prepare reproducible Drawings and Electrical Sheet Specifications.
7. Prepare electrical load calculations, schedules, and one-line diagram as required for permit and construction.
8. Prepare calculations and forms required to demonstrate compliance with California Title 24 Energy Code for electrical power distribution.
9. Prepare an electrical construction cost estimate as required.
10. Respond to Building Department plan check comments as they pertain to services proposed herein.
11. Review submittals for "as specified" electrical products.

SERVICES NOT INCLUDED AND EXCLUSIONS:

1. Design Fire Alarm, Intrusion alarm, Access Control, Intercom, Paging or Voice-Data systems.
2. Participation in regularly scheduled design meetings except as might be required for design coordination or to resolve specific electrical design or coordination issues.
3. Expenses for outside services required to produce plots of AutoCAD Drawings on other than office standard bond.

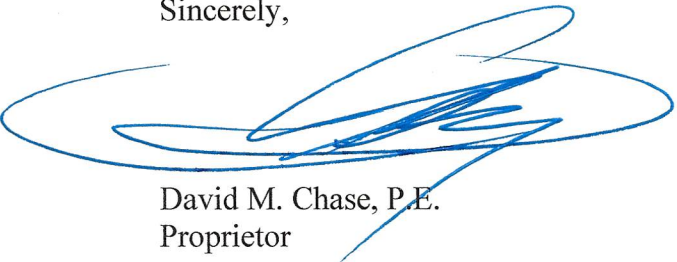
4. Reproduction costs except as normally required for project coordination and submittal to local Building Authority.
5. Review of equipment submittals for alternative electrical products.
6. Field observation of construction in progress.
7. Engineering services required for preparation of Change Order Documents or evaluation of Change Order Requests where the proposed changes are due to causes which are not the fault of this office.

ENGINEER'S COMPENSATION:

1. The fee for the Basic Services identified above shall be a fixed sum of \$6,900.00 (Sixty Nine Hundred Dollars). These services will be provided as required for the development of one design concept. Should any portion of the project be significantly expanded or required to be re-designed for reasons beyond our control, additional services will be provided at the hourly rates of \$190.00 (One Hundred Ninety Dollars) per hour for Principal time, \$150.00 (One Hundred Fifty Dollars) per hour for Engineering and \$110.00 (One Hundred Ten Dollars) per hour for Engineering AutoCAD operations and Drafting.
2. If review of submittals for "alternate" electrical products or observation of construction in progress becomes necessary or is desired, these services will be provided at an additional fee computed at the hourly rate of \$150.00 (One Hundred Fifty Dollars) per hour for the services rendered.
3. Additional design or construction phase services indicated above must be authorized in writing prior to performance of such services by the Engineer.
4. Depending on project duration, invoices for Basic Services will be issued upon completion of Construction Document preparation or periodically throughout the duration of the project in proportion to the services rendered to date.
5. Additional fees, if authorized, will be itemized and invoiced with the fee for Basic Services as described above.
6. All payments will be due within 30 days of the date of invoicing.

Your signature on a copy of this letter, returned to this office, will constitute your acceptance of this proposal.

Sincerely,



David M. Chase, P.E.
Proprietor

DMC/lwd

Client

Date

ITEM #10

Update on conditions of Well 2 and Well 5 which have been determined to have oil in them and must be cleaned and rehabbed.

ITEM #11

Review and Approve Warrants

**Del Paso Manor Water District
Vendors - NOVEMBER 2021**

VENDORS NAME	DESCRIPTION	CIP	AMOUNT	CHECK #
ACWA JPIA	Auto & General Liability (10/2021 - 09/2022)		\$25,978.40	10153
ACWA JPIA	Health			
ADP	Payroll		\$13,938.66	EFT
ADP Taxes	Payroll Taxes		\$5,917.33	EFT
American Water Works Association (AWWA)	Annual membership (01/2022 - 12/2022)		\$473.00	10145
Appletree Answers	Answering service			CC
Association of California Water Agencies (ACWA)	2022 Annual Agency Dues		\$9,735.00	10160
AT&T	Internet; Phone/Fax			CC
AT&T	Phone			CC
AT&T	Phone			CC
AT&T Mobility	Cell Phones; iPads			CC
BSK	Labs		\$126.00	10143
California Special Districts Association (CSDA)	2022 Membership Renewal		\$7,640.00	10146
CalPers	Employee Contribution - Pepra		\$2,543.53	EFT
CalPers	Health		\$8,914.31	EFT
CalPers	Unfunded Liability - Classic		\$5,386.00	EFT
CalPers	Unfunded Liability - Pepra		\$0.17	EFT
Catherine Cook	COE Refund		\$186.44	10163
DEX.YP	Yellow Pages		\$15.50	CC
Emigh Hardware	Material/Supplies		\$297.46	10162
Employment Development Department	Employment Tax (10/12020-12/31/2020)			
Force Flow	Well# 6B Chlorine Scale Motherboard		\$1,191.22	10156
Inland Business Systems	Photocopy Machine			
Legacy Cleaning Services	Maryal office		\$160.00	CC
McClatchy Company LLC	Board Vacancy Posting in Sac. Bee		\$745.66	10150
MailRite	Sept./Oct. Flat Rate Billing		\$1,252.34	10172
Munibilling	Billing System (Q4)		\$772.50	10161
Munibilling	Heartland Merchant		\$100.35	10161
Office Depot	Office Supplies		\$136.48	10149
Operational Technical Services (OTS)	Interim General Manager (Service From 9/7/2021 - 9/11/2021)		\$1,425.00	10171
Operational Technical Services (OTS)	Interim General Manager (Service From 9/27/2021 - 10/02/2021)		\$1,235.00	10171
Operational Technical Services (OTS)	Interim General Manager (Service From 10/11/2021 - 10/17/2021)		\$973.75	10171
Operational Technical Services (OTS)	Interim General Manager (Service From 10/04/2021 - 10/10/2021)		\$1,330.00	10171
Operational Technical Services (OTS)	Interim General Manager (Service From 10/18/2021 - 10/24/2021)		\$950.00	10171
PG&E	Gas			CC
Regional Government Services (RGS)	Executive Recruitment (General Manager)		\$3,385.95	10148
Robert Merritt	CPA		\$720.00	10157
Sacramento County	Property Tax (Lusk Drive)(2021-2022)		\$17.88	10159
Sacramento County	Property Tax (Kings Way)(2021-2022)		\$41.10	10158
Sierra Chemical Company	Chemicals		\$291.00	10154
Sierra Chemical Company	Chemicals		\$174.60	10154
Sierra Chemical Company	Chemicals		\$189.15	10154
Smud	Account# 6190159		\$2,465.14	CC
Smud	Account# 7000000179		\$7,675.43	10151
Streamline	Website		\$200.00	CC
Terrapin Technology Group	Software / Computers		\$98.50	10152
Uinta Holdings, LLC	December 2021 Rent		\$2,105.00	10168
Umpqua Bank	District Credit Card			
USA BlueBook	Well Parts		\$106.46	10167
USA BlueBook	Well Parts		\$101.40	10167
USA BlueBook	Well Parts		\$239.91	10167
USA BlueBook	Well Parts		\$47.80	10167
USA BlueBook	Well Parts		\$4,085.29	10167
VOYA	October Emp. Contribution		\$400.00	10169
Wex Bank	Gas		\$531.69	10170
White Brenner, LLP	Services Rendered Through September 30, 2021		\$22,419.86	10147

Del Paso Manor Water District
 BOD Compensation Expense Summary
 OCTOBER 2021

OCTOBER 2021 MEETINGS		DOLK	MACIAS	MATTEOLI	PRATT	SAUNDERS
Board Meetings						
10/5/2021	DPMWD - Regular Board Meeting	1	1	1	1	1
10/1/2021	DPMWD - Special Board Meeting		1	1		1
10/6/2021	DPMWD - Special Board Meeting (<i>Notice of Adjournment</i>)					
	DPMWD - Emergency Board Meeting					
ADHOC Committee Meetings						
	Finance Standing Committee Meeting					
	Succession Planning Committee (Macias)					
Other Meetings						
	American Water Works Association (AWWA)					
	Association of California Water Agencies (ACWA)					
	Attorney Meeting					
	California Rural Water Authority (CRWA)					
	California Special District's Association (CSDA)					
	DPMWD - AB1234 Ethics Training				1	1
	DPMWD - AB1825 Sexual Harrassement Prevention Training				1	
	Regional Water Authority (RWA)					
	Sacramento Groundwater Authority (SGA)					
	Sacramento Suburban Water District (SSWD)					
	Water Forum					
October Monthly Meeting Totals						
	TOTAL MEETINGS	1	2	2	3	3
	TOTAL COMPENSATED MEETINGS	1	2	2	3	3
	TOTAL COMPENSATION	\$100	\$200	\$200	\$300	\$300

ITEM #12

Continued discussion on Maryal Lease and District Office

ITEM #13

Manager's Report

Report from General Manager on District operations.