

ITEM #2A

Discussion and or Action General Manager Succession

*Contract with Regional Government Services Authority
to search for General Manager*

RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 21st day of June 2021, by and between the **DEL PASO MANOR WATER DISTRICT**, a municipal Agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Section 2. Term of Agreement and Termination.

- 2.1** Services shall commence on or about June 23, 2021, and this Agreement is anticipated to remain in force to December 31, 2021, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment for services under this Agreement shall not exceed \$20,000 and shall be as provided in the **Exhibits**.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency’s objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.

5.4 RGS employees may require access to Agency’s computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker’s compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Loss Occurrence Coverage. RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative (“MIC”), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers’ Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. The MIC Memorandum of Coverage (MOC) is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a.** Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b.** An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c.** All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

- 6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.
- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the MIC to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all MOC at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

- 7.4 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 **Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 **Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 **Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any payment that Agency is required as a result to make to the Retirement Program, whether in the form of employee and/or employer contributions or any similar obligations as well as for the payment of any penalties and interest on such payments.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Del Paso Manor Water District
1817 Maryal Drive, Suite 300
Sacramento CA 95864

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____

Agency

By: _____
John Lenahan, Board President

DATED: _____

By: _____
Victoria Hoppe, Board Secretary

DATED: _____

Regional Government Services Authority

By: _____
Richard H. Averett, Executive Director

Exhibit A

Compensation.

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager
(831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Victoria Hoppe, Office Manager	victoria@delpasomanorwd.org

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Victoria Hoppe, Office Manager	victoria@delpasomanorwd.org

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign an RGS employee or employees to perform Human Resources projects for Del Paso Manor Water District (Agency). Services will primarily be provided remotely; some may be provided onsite as needed.

- I. **Executive Level Recruitment** – To provide executive recruitment services which include performing any or all of the functions described below, as requested by the Agency.
 - I. Recruitment strategy and candidate profile development
 - II. Marketing using a proactive and robust search
 - III. Merit-based selection
 - IV. Additional Services (Optional, by request)

Scope of Services

Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employee(s) to perform Human Resources projects for Del Paso Manor Water District (District). Services will primarily be provided remotely; some may be provided onsite as needed.

- I. **Executive Level Recruitment – Not to Exceed \$15,000** - To provide executive recruitment services which include performing any or all of the functions described below, as requested by the District:

RECRUITMENT AND SELECTION

The RGS Recruitment Team offers partner agencies comprehensive recruitment, selection, and pre-employment services for all types of public-sector jobs. RGS uses a thorough search and screening approach based on the best practices of merit selection and an objective assessment of job-related qualifications and competencies.

We are innovative in the way we deliver our services. Here are a few of the tools we use to administer efficient, safe, virtual, and confidential recruiting processes:

- Remote recruiting
- Applicant tracking platform
- Online multiple choice and skills test administration (Proctored/Non-Proctored)
- Remote screening
- Remote interviews including proctored oral boards.

REMOTE RECRUITMENT

The RGS Recruitment Team is uniquely experienced with remote communication and recruitment processes. As a completely remote organization, we are adept at remote project management and offer our partner agencies many ways to improve quality and reduce or maintain costs.

Even before the COVID pandemic made remote work a necessity, RGS routinely offered remote screening, interviewing, testing, and oral boards. With all the advantages of being able to communicate with applicants and panelists at a distance, we encourage agencies to consider this option.

In 2018, we purchased use of the NeoGov Insight applicant tracking system. This system allows us to provide our partner agencies ease of application for candidates, streamlined communications, and a way to easily track EEO candidate data.

In 2018, we began a relationship with eSkill, an online skills assessment provider, to offer remote skills testing. Testing administrative candidates' accuracy and computer skills for positions where training will not be provided has been one of the most valuable benefits of this assessment tool for administrative candidates.

OUR PROCESS

We utilize a four-stage process to guide us in developing our deliverable: a pool of qualified candidates.

- I. Recruitment strategy and candidate profile development
- II. Marketing using a proactive and robust search
- III. Merit-based selection
- IV. Additional Services (Optional, by request)

STEP I - RECRUITMENT STRATEGY AND CANDIDATE PROFILE DEVELOPMENT

Our Advisors meet with the agency's management and staff to familiarize ourselves with your agency's needs and the position requirements. We take the time to learn about your organization and the position to develop a strategy and a recruitment plan. Then we generate an "Ideal Candidate" profile including competencies and attributes in order to target our search efforts to the most qualified candidates.

Following the completion of the planning session, we draft and design a professional job bulletin and, if appropriate, a recruitment brochure.

STEP II - MARKETING USING A PROACTIVE AND ROBUST SEARCH

Our marketing plans include targeted advertising and social media promotions. We highlight each open position as well as the benefits of working in the partner agency to attract qualified applicants. For challenging recruitments, we also conduct a passive candidate search for qualified individuals who are not actively seeking employment.

RGS is committed to reaching a diverse candidate pool. To support these efforts, we recommend publications and websites that are focused on reaching underserved candidate populations.

STEP III – MERIT BASED SELECTION

The RGS Recruitment Team uses merit principles to guide recruitment and selection methods that are equitable, efficient, effective, and fair. The selection process is customized for each position – based on competencies and required knowledge, skills, and abilities.

Our exam planning includes a discussion of the preferred approach in assessing candidates. The selection process will typically include an in-depth, behavioral-based interview with each candidate and may also include other selection assessments such as skills testing and/or a performance exam.

RGS receives and screens all application materials to determine each candidate's ability to meet minimum qualifications for the position. RGS recruiters also conduct remote screening and personally speak to selected candidates during a preliminary review. They spend time to gain a solid understanding of each candidate's technical competence, interpersonal skills, and verify minimum qualifications.

We prepare a summarized report with information obtained through the candidate screening process including a list of qualified candidates for further consideration.

We handle all aspects of the selection process. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment exercises; scheduling and facilitating the interviews; deliberation of the results; and contacting both successful and unsuccessful candidates.

STEP IV – ADDITIONAL SERVICES (OPTIONAL, BY REQUEST)

We provide the following services as requested:

Job Analysis and Job Descriptions

If an agency is creating a new position or needs to have a job description updated, RGS provides analysis and services to develop a job description.

Compensation Analysis

RGS provides compensation comparisons and analysis.

Agency Hiring Process Support:

RGS coordinates and arranges agency hiring interviews and/or conducts a final assessment to support a partner agency in order to make a selection.

Conditional Job Offer:

RGS drafts a conditional job offer letter on behalf of the partner agency, if requested.

Pre-Employment Accommodation Administration:

RGS provides interactive process administration and correspondence drafts if pre-employment medical issues arise which require accommodation processes.

In-Depth Reference Checks:

Candidates are requested to provide a minimum of three to five references. In our in-depth reference checks, we speak with current and previous supervisors, peers, and direct reports. RGS recruiters are able to learn significant, detailed information from reference sources due to our commitment of confidentiality, which leads to a willingness to have an open and candid discussion. A written (anonymous) summary of the reference checks is provided.

Background Check Support:

When the candidate has accepted a conditional job offer, we can arrange for a candidate's background check using the partner agency's own or contract services. Searches may include records on driving, criminal and civil court, credit history, education, published news, and other sensitive items.

Contract Negotiation:

Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests regarding salary, benefits, employment agreements, housing, relocation, and other aspects, with the goal of obtaining a contract agreement that is viewed as a win by both the candidate and your agency.

COMMUNICATION AND REPORTING

Regular progress reports are provided to critical staff within the partner agency. Periodic remote and/or onsite meetings are scheduled to maintain regular input and communication for the ongoing project.

RGS maintains and conducts all needed correspondence and record-keeping throughout the process. We maintain a final record to comply with current legal standards.

The deliverable we produce is a list of qualified candidates and associated candidate information. Based on partner requirements we can compile a final report that documents marketing efforts, a final written summary of work performed, and related EEO candidate data.

II. Fee Information

- A. The District will be invoiced for printing/copying fees, advertising costs, or any other such direct costs incurred as part of this project at no mark up. Mileage will be charged at IRS mileage rates.

- B. The project and activities may be modified upon request of District. The District will only be invoiced for the actual hours worked.

- C. The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at Lead Advisor's discretion.

- D. RGS provides services on an hourly basis, plus direct costs. Work is performed as agreed, and subsequently billed based on hours actually worked. RGS Advisors are skilled at prioritizing projects and working within the budget of partner agencies.

Bill rates are as follows:

Title	Hourly Rate
Chief Operating Officer	\$135-\$220
Deputy Chief Operating Office	\$130-\$195
Senior/ Lead Advisor/Director	\$125-\$190
Advisor	\$115-\$160
Project Advisor	\$105-\$125
Project Coordinator	\$85-\$120
Technical Specialist	\$75-\$115

Executive level position recruitments are estimated at up to \$15,000, each based on project needs, candidate size, selection processes, and bill rates for staff in the Advisor, Project Advisor, and Project Coordinator categories. Recruitments will only be conducted based on a specific written request from a partner.

RGS services are provided on a cost for actual work performed basis. Based on our model, we provide an estimate to encompass what we expect a recruitment will cost ranging from one with a small candidate pool and limited selection processes up to one with a large candidate pool and two or more selection process steps. As stewards of the public's limited financial resources, RGS has found that our method of costing our work produces high quality recruitments at a reasonable cost.

Depending on the nature of the recruitment services provided, direct external costs for such items as recruitment advertising, test rental, and marketing resources will be invoiced at cost with no markup. Mileage will be calculated/invoiced using the current IRS rate. The partner can determine the amount of funds for direct external costs in advance. These direct external costs are separate from staff time estimates provided above.

Recruitment Services Direct Cost Rates

Title	Rate
Use of RGS NeoGov Applicant Tracking for Posting (includes Governmentjobs.com Ad)	\$475 Per Recruitment
LinkedIn Ad Posting	\$450 Per Posting
LinkedIn Professional Passive Candidate Search	\$325 per search
Candidate Remote eSkills Online Test	\$25 or less - per candidate per testing session based on volume.

RGS works on an approval basis for all direct external costs prior to engaging in the work. We set a marketing plan and will seek approval prior to placing advertising. We seek agreement on any multiple choice or skills tests in a selection process and provide an estimate of cost prior to performing and/or engaging in these activities.

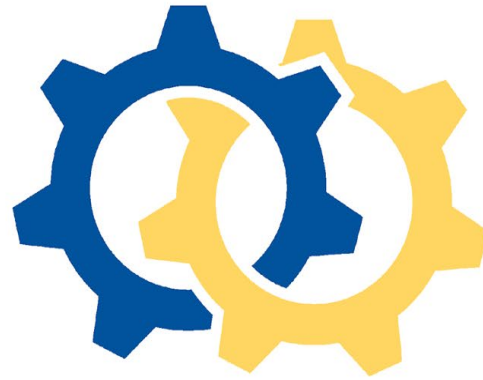
In the event a recruitment does not produce a viable candidate, or there is a premature dismissal or resignation of the selected candidate, RGS's approach is to charge for the work performed as agreed. It is rare when a deadline needs to be extended or a recruitment needs to be reopened. In the case these steps need to take place, when an agreement is reached to extend or re-recruit, we then make revisions needed to the plan and proceed based on the revised or new plan. RGS will charge for the additional or new work.

Because RGS has low overhead and operates on a cost recovery model, our project rates are reasonable and one of the lowest options available. We provide a high-quality service while maintaining a low and reasonable project cost.

ITEM #2B

Discussion and or Action General Manager Succession

Appoint Interim General Manager - Operational Technical Services (OTS)



OPERATIONAL TECHNICAL SERVICES CYBER, WATER, ENERGY, INDUSTRY

A full-service professional staffing and consulting services company serving the Public and Private Utility Sectors.

OTS provides personnel services for Emergency On-Call, Contract, Contract to Hire, Direct Hire and Specialty Consulting Projects

ABOUT OTS

Operational Technical Services, LLC (OTS) was founded to create a full service recruiting and consulting model for the public and private utility industry. OTS focuses our attention on the water & wastewater industry due to the critical staffing challenges it has suffered over the past 10 years.

OTS is championed by staffing and industry leaders, with over 75 years of combined experience, who deliver a regulatory compliant, safety conscience and cost-effective approach to providing critical professionals to the utility industry.

Staffing utility professionals in the most critical infrastructure roles to protect the public is our most sacred mission.

WHY OTS?



ABILITY TO STAFF

- 500+ Licensed Water & Wastewater Professionals
- Timely Hiring
- Locality Based Pricing
- Specialized Talent Recruitment
- Great Customer Service
- 24/7 Emergency On-Call Staff Support

EMPLOYEE ASSESSMENT

- Technical Skill Evaluations
- Reference Checks
- Background Check & Drug Testing
- Medical Assessment
- Safety Focused Recruiting Policies

BUSINESS CHARACTERIZATION

- Certified Small Business Enterprise
- Certified Women Owned Small Business (WOSB)
- Certified Payroll Company
- Certified Small Business Public Works Contractor (SB-PW)

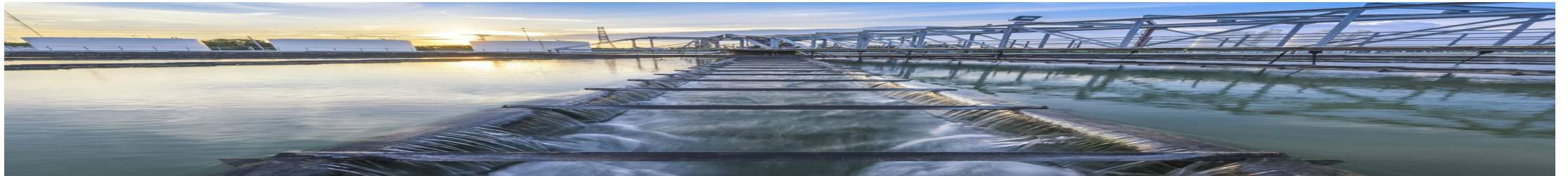
Clients We Serve

PUBLIC AGENCIES

- Cities and Municipalities
- Water Districts
- Sanitary Districts
- Irrigation Districts
- Community Services Districts
- Public Utility Districts
- Non-Profit Agencies
- Fire Authorities
- State Agencies
- Federal Agencies

PRIVATE CLIENTS

- Private Utility Service Providers
- Contractor Utility Providers
- Engineering Firms
- Construction Companies
- Construction Management Firms
- Technology Partners



Services Provided



RECRUITING SERVICES

- Emergency On-Call Staffing
- Temporary Staffing
- Contract to Hire Staffing
- Dire Hire Placement
- Senior Management Recruiting
- Executive Search
- Project Based Recruiting
- Strategies for Long Term Staffing



CONSULTING SERVICES

- On-Site Operator Training
- Emergency Management Planning and Operations
- Compliance Review
- System Operations Audit
- Cyber Security Evaluations
- Standard Operating Procedures (SOPs)
- Commissioning, Testing and Startup
- Project Management

Client Services

Emergency On-Call Services

OTS emergency on-call professionals can provide the critical skills and expertise necessary to respond to any water, wastewater or infrastructure emergency.

Contract

Clients can use our staff members to fill vacancies due to their staff being out due to sickness, injury or retirement for as long as the need exists.

Contract to Hire

Clients can try out an OTS team member before committing to full-time employment to see if they are fit for the client. If our team member is the right candidate, the client can convert them to a full-time hire.

Direct Placement Hire

OTS targets recruits with the exact skill sets and personality to fit your organization and fill your open vacancy.

Specialty Consulting Work

- Operational Audits
- Compliance Documentation Review
- Design and Specification Review on New Projects
- Standard Operating Procedures (SOP)

Best Practice Reviews

- System Optimization/Strategic Planning
- Change Management Services
- Operational Culture Support

Startup & Commissioning

Experienced professionals that have commissioned, operated, and troubleshot new water and wastewater treatment plants or systems.

On-Site Training

- Hands-on training for implementing new technologies
- Training new procedures and processes
- Preparing operators for state-level exams.

Most Staffed Positions



OPERATORS

- Collection Crew
- Distribution Crew
- Water Treatment Operators
- Wastewater Treatment Operators
- Recycled Water Operators
- Senior Operators
- Lead Operators
- Chief Plant Operators

SUPERVISION

- Shift Supervisors
- Superintendents
- Operation Managers
- Mechanical Engineers
- Electrical Engineers
- Civil Engineers
- Public Works Directors
- General Managers
- Lab Directors
- Project Managers

SUPPORT STAFF

- Lab Technicians
- Lab Specialists
- Backflow Tester
- Cross Connection Specialist
- Electrical Mechanical Technicians
- Plant and Field Maintenance Staff
- Regulatory Compliance
- SCADA Operators

Areas of Expertise



Conventional Water Treatment

Advanced Water Treatment

Collection Systems

Distribution Systems

Stormwater Treatment

Wastewater Treatment

Recycle Water Facilities

Industrial Wastewater Treatment

Ion exchange

Desalination Systems

Groundwater Systems

Natural Treatment System

Ultraviolet Technology (UV)

Enhanced Coagulation Chemistry

Granular Activated Carbon Sys (GAC)

Micro-Ultra Filtration Reverse Osmosis

System Troubleshooting/Optimization

SCADA Troubleshooting

Emergency Management

Backflow & Cross Connection Testing

Blending for Contaminants

Regulatory Compliance

Operation Flow Chart

Job Order

Collecting the required skills, experience and temperament that is needed for specific positions

On Boarding of Candidate

Skill Assessment, Background Check, Drug Screen, Medical Assessment and Reference Checks

CLIENT CALL & TALENT
RECRUITING

JOB ORDER

JOB &
CANDIDATE
MATCH

CLIENT
INTERVIEW

JOB
FULFILLMENT

Talent Recruiting

The sourcing, qualifying and interviewing of candidates to collect the proper team members that make OTS preferred to other companies

Candidate Submission

OTS will present the top candidates per position to client for review

Workforce Application Process

RECRUITING

- Online Employment Application
- Online Technical Skill Assessment
- Phone Interview
- Orientation Package
- Minimum of 4 to 10 Professional and Personal Reference Checks

CANDIDATE MATCHING

- Job Assignment Review with Candidate
- Pre-Client Interview
- Background Check and Drug Testing
- Candidate Screening by Client
- Face to Face, video or phone interview with client

PLACEMENT

- Placement documentation package
- Pre-Screening medical evaluation with Chief Medical Officer
- Weekly Payroll
- Proper Personal Protective Equipment compliant with CDC guidelines

Candidate Screening Assessment



TECHNICAL ASSESSMENT

All candidates are provided an extensive technical assessment form which contains 168 questions focused on water treatment, distribution, collections, wastewater, maintenance, SCADA and leadership.

BACKGROUND CHECK

All candidates are put through an extensive criminal and misdemeanor background check covering every county, state and federal location they have lived in for the past 7 years.

REFERENCE CHECKS

All candidates are required to provide a minimum of 4 and up to 10 professional references depending on their leadership background.

- 2 to 3 Peers
- 2 to 3 Subordinates
- 2 to 4 Supervisors

Safety Is What Counts The Most

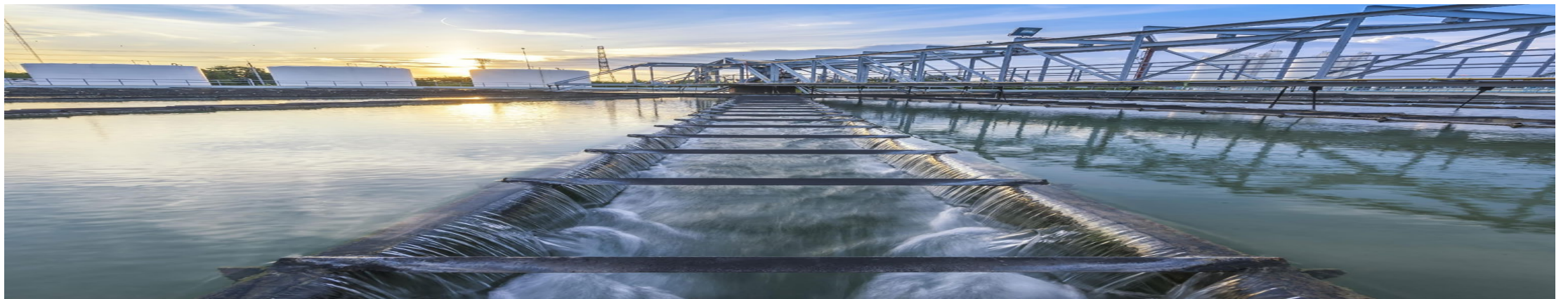
All OTS deployable staff are required to submit to a health and safety medical evaluation by our Chief Medical Officer (CMO) prior to being deployed into the field.

During deployment, the CMO regularly contacts staff members about their health and safety on the job.

After deployment, the CMO will contact the staff member to conduct a final health evaluation to make sure there are no injuries sustained on the job or COVID 19 symptoms after their last day.

OTS staff members are required to take their temperature twice a day, once prior to their shift starting and again when their shift ends. These results are delivered to our staff the moment the temperature is taken for ensuring all site staff are safe.

Each employee is provided a personal thermometer, gloves, Covid face covering, hardhat and other necessary PPE to ensure they are always safe on the job.



COVID-19 Response

Due to the Covid-19 pandemic, OTS has implemented an enhanced response plan for all our consultants. Our Chief Medical Officer (CMO) will respond with the following protocols if any of our staff members show signs or symptoms of Covid-19.

- CMO will do a visual medical assessment via video or in person depending on the location of the staff member.
- If the CMO believes the symptoms and signs to be consistent with Covid-19, OTS will immediately have our staff member tested at a local hospital or private lab closest to them in the State of California. Our staff member will be tested for both Active Covid-RNA and Antibodies consistent with COVID-19.
- OTS will immediately notify our client that we are testing for Covid-19 and our staff member will be put in strict quarantine until the results are received back.
- Once the CMO receives back our staff members test results they will then make the appropriate medical decision based upon the results of the Active Covid-19 RNA test while following proper CDC and HIPPA protocols.
 - If the consultant has tested positive for the Covid-19 virus they will be put under quarantine for the minimum of two (2) weeks and seek medical attention for any ongoing symptoms. After quarantine our staff member will re-evaluated by our CMO who will determine if the staff member is safe to return to work.

Insurance Coverages



Workers Compensation Liability of \$1,000,000 per occurrence

Commercial General Liability Limits of \$1,000,000 / \$2,000,000 Aggregate *

Contractors Pollution Liability \$5,000,000 per occurrence *

Professional Liability Coverage \$5,000,000 per occurrence*

Professional Auto and Equipment Coverage \$1,000,000 per occurrence *

*Excess Liability Coverage of \$4,000,000 Per Occurrence on top of each of the insurance coverage.



OPERATIONAL TECHNICAL SERVICES
CYBER, WATER, ENERGY, INDUSTRY

Contact us at 424.285.0051

info@getots.com

Visit us at www.getots.com

10585 Santa Monica Blvd, Ste 3-144B
Los Angeles, CA 90025



TASK ORDER

TASK ORDER NO. # 002

JOB NAME: Interim General Manager

OTS INFORMATION

NAME: Operational Technical Services, LLC
ADDRESS: 10250 Constellation Blvd, Ste 3-115
Los Angeles, CA 90067

CONTACT: David Sibelman, Chief Operations Officer
PHONE: (424) 203-6352
EMAIL: david@getots.com

THIS TASK ORDER is issued pursuant to that certain Agreement for Temporary Services by Independent On-Call Contract between Del Paso Manor Water District (“Client”) and Operational Technical Services, LLC, also known as OTS dated [06/18/2021].

1. Project Name or Description: Interim General Manager
2. Premises: The Client’s business premises is located at 1817 Maryal Drive, Ste. 300, Sacramento, CA 95864 and shall be defined as the “Premises”
3. Reporting Supervisor Name/Role: TBD
4. Duration of Services:
Start Date/Time: TBD
End Date: TBD
Work Schedule: TBD
5. Scope of Services:
Operational Technical Services, (OTS), is an Affirmative Action/Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, colors, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.

CERTIFICATIONS REQUIRED: Water Treatment and/or Water Distribution Operator Certificate Grade 2 must be obtained within two years of date of hire

JOB SUMMARY: The General Manager will plan, organize, direct, coordinate and evaluate all District activities, operations, programs, and resources in accordance with short- and long-term goals, policies, and direction from the Board. This position reviews budget requests, makes recommendations to the board on final expenditure levels, and is responsible for employer-employee relations.

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ESSENTIAL FUNCTIONS:

- Serve as the Chief Administrative Officer for the District
- Have full control of the maintenance, operation, and construction of the water district systems and facilities
- Perform as the District Incident Manager when Emergency Response Plan is implemented
- Serve as the District Spokesperson to the media, public, and clients after consultation with appropriate staff
- Effectively represent the District and its interests with Federal, State and Local Agencies as well as other elected officials, other districts, professional groups and the public
- Responsible for the District's Conservation Program; including performing audits or any other required tasks
- Provide direction on projects, programs, grants, and contracts
- Prepare leases and agreements with other agencies
- Responsible for the safety and security of all District owned and leased properties, including all equipment
- Comply with District, Local, State and Federal Regulations; work with consultants on regulatory and compliance requirements; provide advice/consultation regarding legislation to the District and Board
- Report to the Board in accordance with the rules and regulations
- Budget and approve the appointment of personnel
- Assume responsibility for District Personnel Matters, this includes employment procedures, grievances, classification, compensation, and employer-employee relations.
- Provide leadership and guidance to all District employees
- Provide coverage for the job duties of employees when they are on vacation or sick leave
- Mentor, supervise, train, discipline, and evaluate the performance of assigned employees
- Maintain awareness of operation practices and recommend changes which increase the efficiency and economy of District operations
- Confer with outside legal counsel on legal and regulatory issues affecting the District
- Establish and maintain efficient working relationships with co-workers, the Board, outside agencies, and the public
- Manage in-house and outsourced functions: payroll, information technology, engineering, and others, as needed.
- Prepare payroll data, reports, and review timecards.
- Attend District Board and committee meetings, present reports and agenda items regarding District programs
- Oversee the development, implementation and enforcement of District goals, objectives, policies, regulations, and procedures; approve new or modified programs, systems, and administrative/personnel policies and procedures
- Research, prepare, and present technical and administrative reports and studies to the Board, a variety of committees and the public; prepare written correspondence.
- Maintain a documented system of accounting and operations policies and Standard Operating Procedures
- Implement and oversee the development, presentation, and administration of the District budget; make recommendations to the Board on final expenditure levels
- Prepare and review District contracts, leases, and agreements with vendors and other agencies, along with other legal and financial documents

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OPERATIONAL
TECHNICAL SERVICES
INTEGRATED UTILITY SYSTEMS RESOURCE

- Countersign all contracts, leases, and agreements as Secretary of the Board, (if so appointed), after review of District counsel, Board approval, and signature of the Board President
- Prepare monthly/quarterly reports to government agencies as required.
- Issue timely and complete financial statements, reports, and budgets.
- Responsible for annual audit and compliance duties.
- Performs other duties as assigned by the board

ESSENTIAL JOB QUALIFICATIONS:

- Equivalent to the completion of twelfth grade
- Ability to communicate clearly in English (verbally and written)
- Bachelor’s Degree with course work in Business, Public Administration, Engineering or a related field
- Valid Driver’s License
- Minimum five years of broad and extensive experience in management
- Minimum three years of management experience in a public agency

SPECIAL JOB REQUIREMENTS:

- Employee frequently required to stand, walk, sit, and reach with hands and arms. Employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl
- Employee must regularly lift and or move up to 25 pounds and occasionally lift and or move up to 50 pounds

6. **Break Requirement:**

California law requires that within an 8 hour shift the Operator is entitled to a 30 minute break. This lunch break may be waived by mutual consent of both the Client and the Operator. If the Operator works over 10 hours in one day they are entitled to a second lunch break of 30 min. The second meal period may not be waived if the first period is waived, however either meal period can be counted as work hours and compensated for at the normal hourly rate.

EXHIBIT A

FEE SCHEDULE

Included Insurance	Included Services
<ul style="list-style-type: none"> • \$1M Per Occurrence / \$2M Aggregate Unencumbered Commercial General Liability 	<ul style="list-style-type: none"> • Certified Payroll and Compliance Services
<ul style="list-style-type: none"> • 1M Commercial Auto Insurance; Non-Owner Vehicle 	<ul style="list-style-type: none"> • Operator Offered Paid Health Insurance
<ul style="list-style-type: none"> • \$5M Professional Liability 	<ul style="list-style-type: none"> • Meals (per diem) on Travel Assignments
<ul style="list-style-type: none"> • \$4M Umbrella Liability Coverage 	<ul style="list-style-type: none"> • Travel Costs (Flight, Mileage and Housing)
<ul style="list-style-type: none"> • \$1M Worker’s Compensation 	<ul style="list-style-type: none"> • Required Safety PPE
<ul style="list-style-type: none"> • \$5M Commercial Pollution Control Liability 	<ul style="list-style-type: none"> • Health and Safety Medical Screening

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OTS Fee Schedule	
Temporary General Manager	Local Regular Rate: \$112/hr Travel Regular Rate: \$124/hr

Overtime:

Workweeks are defined as 5 days @ 8 hours per day. Overtime hours, according to the State of California, are defined as any work in excess of eight (8) hours in one normal workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek. These overtime hours shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of pay. If Operator works more than 12 hours in any workday or works any time in excess of eight hours on the seventh consecutive day of work in a workweek, Operator must be paid two (2.0) times the regular rate.

On-Call Support:

If an Operator is expected to provide On-Call support, they shall be compensated in the following manner:

- **Standby On-Call:** if OTS's Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.
- **Activated On-Call:** if OTS's Operator is called to respond to a system alarm or emergency after hours to Client system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate number of hours to constitute overtime.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC

Del Paso Manor Water District

For Operational Technical Services, LLC:

For Client:

David S Sibelman

Printed Name

Adam Coyan

Printed Name

Chief Operations Officer

Title

General Manager

Title

Signature

Signature

Date

Date

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EXHIBIT A

TEMP TO HIRE CONVERSION FEE SCHEDULE

EARLY CONVERSION OPTION

Client has the right, upon notification to OTS, to hire any Temporary Employee to be a permanent Employee. In the event Client chooses to convert the Temporary Employee prior to Temporary Employee completing 800 straight time hours, or approximately 20 weeks, on assignment, Client will pay OTS a conversion fee for a direct-hire placement fee according to the below schedule:

Number of Hours on Operational Technical Services Payroll	Percent (%) of Employee's Initial Salary
1 – 400 Hours	25%
401 – 600 Hours	20%
601 – 800 Hours	15%
801+ Hours	No Fee

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ITEM #2C

Discussion and or Action General Manager Succession

Proposed process and schedule