

APPOINTMENT OF DISTRICT GENERAL MANAGER AND EMPLOYMENT AGREEMENT

This Agreement is made this _____ day of _____ 2022 between Christian Valley Park Community Services District ("District"), a political subdivision of the State of California, and Don Elias ("Employee" or "General Manager").

By this Agreement the District appoints Don Elias as General Manager for the District and Employee accepts such employment on the terms and conditions set forth herein.

RECITALS

WHEREAS, the District requires the services of a General Manager; and

WHEREAS, Employee has the necessary education, experience, skills and expertise to serve as General Manager, and has been employed as a General Manager; and

WHEREAS, the Board of the District ("Board") desires Employee to serve as the General Manager of the District; and

WHEREAS, Employee desires to accept said appointment; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.; and

THEREFORE, the District hereby appoints Employee as its General Manager, and General Manager hereby accepts such employment under the terms and conditions set forth herein.

DUTIES AND RESPONSIBILITIES

1. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District's Board, respecting performance of duties, and to carry out and perform orders, directions, and policies stated by the District from time to time, either orally or in writing. The Board of Directors shall conduct annual performance evaluations of the District Manager and may conduct additional evaluations at regular or irregular intervals if the General Manager so elects.
2. The duties of the General Manager are as set forth in **Attachment A** of, which is expressly incorporated in this Agreement by this reference, and which may be changed by the Board during the term of this agreement.

EMPLOYEE'S ETHICAL OBLIGATIONS

5. Employee acknowledges and understands that public employment, especially the position of General Manager, carries with it great public trust and responsibility. Employee agrees to perform his duties in accordance with the laws and rules governing public employment and will undertake those duties in a matter which avoids acts of an inappropriate or illegal nature and avoids those acts which may give rise to even the appearance of impropriety. In accordance with that goal, Employee agrees to make full disclosure to, and obtain the approval of, the Board of Directors before entering into any negotiation or contract with any individual related to Employee by blood or marriage or from any entity in which such an individual has a business interest. Employee further agrees that failure to make such disclosures may result in immediate termination and referral to the appropriate law enforcement authority.

DISTRICT AUTHORITY

6. The District's authority is exercised by the District Board acting as a body, as set forth by State law. No individual member of the Board has the authority to direct or give orders to the Employee.

SALARY

7. As compensation for services provided as District Manager, the District shall pay Employee a fixed salary at \$_____ per annum, payable in accordance with District policy. Unless sooner conducted as provided in Paragraph (1), an initial performance review of Employee shall be conducted by the Board of Directors on or about the one-year anniversary date of the date of appointment stated in section 11 of this Agreement.

OTHER COMPENSATION AND BENEFITS

8. Employee shall receive the following benefits:

- a. The General Manager shall **NOT** be provided benefits for medical dental and vision coverage as the _____;
- b. There will **NOT** be any PTO accruing at the rate of _____ hours per year. PTO will increase by _____ hours on the first pay period after the anniversary date of this agreement. Any accrued vacation, sick, comp, floating holiday's Employee currently has with District shall be retained and added to the future accrual. Accrual of PTO time is capped at 2 years of accrual.
- d. There will **NOT** be CalPERS retirement benefits unless the District chooses to have CalPERS as a retirement benefit for any other employee. Employee shall pay the entire employee contribution.

- e. Reimbursement of all travel expenses, cellular phone monthly stipend of \$40 per month, mileage at the IRS standard mileage rate.

SUPPORT SERVICES

10. The District shall provide funds, equipment, and personnel for Employee's performance of his duties, as allowed by the Board of Directors. The Employee will provide space at his residence to perform District business remotely.

TERM

11 The term of this Agreement shall be from _____ through _____ to the following conditions:

- a. This Agreement may be terminated at any time with or without cause.
- b. District will negotiate with Employee a renewal of Employee's contractual relationship with District or provide written notice of District's intent not to renew, no later than 120 days prior to expiration date. In no event shall Employee's contract expire sooner than 120 days after District's written notice to Employee that it does not intend to renew the contract.
- c. Employee shall have the absolute right to unilaterally terminate this Agreement by written notice to the GM. Employee shall make every effort to provide at least 90 days' written notice prior to terminating performing the duties of District Manager.

TERMINATION OF EMPLOYMENT

12. Regardless of whether Employee is terminated for cause or without cause under this Agreement, Employee shall, upon termination, be compensated for the accrued PTO per District Policy he had accrued as a District employee.

13. Termination for Cause:

- a. The District Manager may be terminated for cause. Examples of "cause" shall, include, but are not limited to, any of the following: (a) conviction of a misdemeanor of moral turpitude or any felony; (b) continued abuse of drugs or alcohol that materially affects the performance of the Employee's duties; (c) repeated and protracted unexcused absences from the District Manager's office and duties; and (d) material breach of this Agreement which is not cured after reasonable notice.
- b. In the event the District terminates the Employee for cause, then District may terminate this Agreement immediately, and the Employee shall be entitled to only the compensation accrued up to the date of termination, and any other termination

benefits and payments as may be required by law. The Employee shall not be entitled to any severance benefits if terminated under this section.

c. In the event the District terminates the Employee for cause, the District and the Employee agree that neither Party shall make any written or oral statements to members of the public or the press concerning the Employee's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. The Parties further agree that, if they are unable to mutually agree on the contents of a joint press release within 72 hours after notice of termination, the District may state solely that the Employee is no longer employed by the District and the former Employee may state solely that he is no longer employed by the District.

14. Termination without Cause:

a. The Employee may resign at any time and agrees to give the District at least 30 days advance written notice of the effective date of the Employee's resignation, unless the Parties otherwise agree in writing. If the Employee retires from public service with the District, the Employee may provide six months' advance notice, but shall provide a minimum of 90 days' notice. The Employee's actual retirement date will be mutually established.

b. The General Manager serves at the pleasure of the Board of Directors upon the terms and conditions described in the agreement. **This is an at-will employment position.** The General Manager's discretion may be exercised without cause and at any time during the term of this Agreement, upon 30 days written notice, except as provided in section 12 above.

Notice of termination shall be provided to the Employee in writing. "Termination" as used in this section shall also include any request that the Employee resign, agree to a reduction in salary or other financial benefits of the Employee, a material reduction in the powers and authority of the General Manager, or the elimination of the General Manager's position. Any such notice of termination or act constituting termination shall be provided in writing.

c. This Agreement shall also terminate on the death of Employee and all accrued salary and leave benefits per policy shall be paid to Employee's estate as required by applicable law.

15. Severance Pay:

a. For any termination of employment by the Board of Directors not for cause, Employee shall be entitled to severance pay consisting of three month's salary. Total severance pay shall be paid in monthly installments. Severance payments will be made to Employee regardless of employee's post-employment job status.

Employee shall not receive severance pay if Employee's employment is terminated for any of the causes for discipline. Nor shall Employee receive severance pay if Employee elects to terminate this Agreement as provided by section 14.a. above.

- b. If Employee accepts any of the severance payments described herein, to the extent not prohibited by law, such acceptance shall constitute a full release and discharge of the District and its officers, directors, employees, agents, and related corporations and their successors and assigns, both individually and collectively and in their official capacities, from any and all liability arising out of his employment and/or the cessation of said employment. Nothing contained in this paragraph shall prevent Employee from bringing an action to enforce the terms of this Agreement.

INDEMNITY

16. District shall indemnify Employee to the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to Employee.

- a. The District shall defend and indemnify the Employee against and for all losses sustained by Employee in direct consequences of the discharge of the Employee's duties on the District's behalf.

- b. The District shall defend, hold harmless and indemnify Employee against any tort, professional liability claims 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 District Manager. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

- c. Whenever Employee shall be sued for damages arising out of the performance of the Employee's official duties, the District shall provide defense counsel for the Employee in such suit and indemnify Employee from any judgment rendered against the Employee; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in Employee's official capacity, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the District. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that Employee may have under the law.

- d. The District and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Employee, while acting within the scope of the District Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the District or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by Employee.

NOTICES

17. All notices required under this Agreement shall be in writing and shall be deemed to have been given at the time they are personally delivered to the party to whom given or mailed in any general or branch United States Post Office enclosed in a registered or certified postage-paid envelope addressed to the address of the respective parties stated below along with the president of the Board, or to any changed address either party may have designated by notice:

Employee's Address: On file	District Address: P.O. Box 6857 Auburn, CA 95604
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Any notice of change of address shall be effective only upon receipt.

WAIVER

18. Failure to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power for all or any other times.

REMEDY FOR BREACH

19. If Employee breaches any provision of this Agreement, the District shall be entitled if it so elects, to institute and prosecute proceedings in a court of competent jurisdiction to obtain damages for breach of this Agreement or for any other legal or equitable relief to which it may be entitled by law. The prevailing party in any action to enforce or interpret the terms of this Agreement shall be entitled to recover from the other party reasonable attorney's fees, court costs and other necessary expenses incident to the action in addition to any other relief to which that party is entitled. Venue for any litigation shall be in Placer County, California.

PARTIAL INVALIDITY

20. The invalidity or unenforceability of any term or provision or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

NON-ASSIGNMENT

21. This Agreement is personal in nature, and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement.

ENTIRE AGREEMENT

22. This Contract represents the entire Agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed Agreement of the Parties.

PERSONNEL RULES SUPERSEDED

23. The provisions of this Agreement shall control and supersede the provisions of the District Personnel Policy and District Code in the event that there is an inconsistency between this Agreement and the Personnel Policy or District Code as later amended.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

Don S. Elias , Employee

Christian Valley Park, CSD, Employer

Don Elias

President of the District Board

Approved as to form:

Margaret Long, District Counsel

Attachment A

CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT GENERAL MANAGER'S JOB RESPONSIBILITIES

AS NEEDED

New Water Customer. Meet with potential customer, deliver house plans to architectural committee for review and approval, pick up when approved. Complete new construction plan approval form and meet with new customer again to return plans, sign Performance Agreement, pay hook up fees and deposit. Add new customer to Accounts Receivable to the utility software program. Calculate invoices for hook up fees, mail to customer and deposit check at First Foundation Bank. Sometimes a resident who is not entitled to water will request water service and the General Manager will work with them to see if the District can deliver water to them.

Water Leak Adjustments. From time to time, meet with customers who have had a major leak and process a Water Leak Adjustment claim. Calculate claim and process the appropriate credit as necessary.

Out of office. Purchase any necessary supplies, such as office supplies, forms and stationery, postage, etc. Banking duties; A/R deposits, LAIF transactions and safe deposit box contents. Approve certain supplies needed at the water treatment plant, such as meters and backflow devices.

Discussions. In person or by phone with water plant personnel or board members regarding customer service, meetings, correspondence, etc. Contact with account's office for financial reports.

Coordination with Placer County Elections. When a new board member is appointed or elected, every two/four years or in between elections for vacancies, the General Manager prepares and mails a new Oath of Office and updates the State and County with the Statement of Facts report. Proper paperwork is prepared and submitted to Placer County Elections Department.

Tax Assessments for Gayle Loop Mainline Extension and Stand-by Water Fees. Each there is a tax assessment, the county computer printout of the assessment needs to be updated for any necessary amounts or changes. A resolution needs to be typed, submitted to board for approval and submitted to county with appropriate letters, etc.

Update Website. The General Manager updates the website for transparency, public notifications, make things more accessible.

Coordinate with the USDA. The General Manager will oversee and prepare paperwork which is necessary for having a loan with the USDA.

DAILY

Telephone Calls. Additionally, residents call for clarification of water billing, water leaks/breaks, road work questions, community restrictions, etc. The daily return of messages left on answering machine the same day (usually 2-5 per day). Every time a resident moves in or out of the Christian Valley water service area, either buying or renting, the General Manager is notified by owner or title company to request a meter reading and proration of water bill for the buyer and the seller of the property.

Sort mail. Numerous daily correspondence is read, filed, responded to or routed to the appropriate district person. Some correspondence requires notification of the board, other information must be delivered to the water treatment plant personnel or board member. Incoming Accounts Payable (Accounts Payable) invoices and statements are filed for later payment.

Incoming checks (Accounts Receivable). As each check is received, the UBMAX Utility Software (Accounts Receivable) customer ID is located on the computer, the amount is posted to the appropriate account and detailed bank deposits are made up as needed (usually several times per week). The first month of the quarter is the heaviest for incoming payments, moderate in the second month and light in the third month. Bank deposits are totaled and balanced with the A/R computer reports.

MONTHLY

Agenda. Discuss and develop monthly agenda with President of board, then type and make copies. Post agenda on the website and a physical public notices displayed at the Placer Energy Center (CCC) and at 5174 Westridge Circle at least 72 hours prior to a regular board meeting.

Accounts Payable. Validate A/P invoices and vendor statements. Write Accounts Payable checks, make up disbursement sheet to track expenses for the month and attach the checks with invoices for board approval and signatures. Sometimes this is done a few times per month depending on when the invoices are received.

Payroll. Calculate gross wages and oversee deductions for employees and post to the compensation records and send them to accountant for processing. Oversee the monthly Federal payroll tax deposits.

Meetings. Attend board meeting and most committee meetings, take minutes of regular board meetings and coordinate distribution of paperwork (agenda, minutes, resolutions, action items, financial reports, etc.).

Minutes. Type minutes, resolutions and any necessary correspondence from the board meeting.

End of Month Reports. Run the Accounts Receivable report and other reports as requested by the accountant.

QUARTERLY

Accounts Receivable Billing for water. Calculate meter usages from the quarter's meter reading and enter data by customer on UBMAX software computer program. As of March 1st, 2022 there are 631 customers receiving treated water and therefore bills.

Newsletter. Oversee the composing of the quarterly (usually quarterly) newsletter, get approval from board, deliver it to printer for printing and have it mailed with quarterly bills.

Late Notices. Abide by state and federal laws pertaining to the collection of past due water bills. The General Manager will call or visit customers and setup payment plans as necessary.

Payroll Tax Returns. Oversee that the compensation records are totaled and balanced. Federal and State payroll tax returns are prepared and mailed making sure they balance with the monthly payroll deposits.

YEARLY

Insurance. Oversee and prepare the annual State Compensation Insurance Fund payroll report in March by totaling the wages from the comp records and calculating appropriate fees. Submit invoice to board and send check with return. Coordinate plant liability insurance coverage between insurance company and board member responsible for insurance.

Standby Fee Resolution. In April of each year, update the standby list by checking parcel numbers with the Placer County tax roll. Update the resolution, print it and the fee schedule and accompanying letters to submit to the county. Post public notices.

Special Meeting. In May or early June the board meets for a special meeting to determine the annual financial budget. Other special meetings during the year may occur due to emergency issues or road projects. Print and post special notices prior to a special meeting. Attend meeting, calculate fiscal budget on Excel, take minutes, type and distribute to board and have approved budget printed for distribution to the public in July bills with quarterly newsletter.

Hook-up Fees Resolution. Update the figures and dates on the annual plant expansion resolution and type, copy and prepare for board approval at July board meeting.

Road Project paperwork. Coordinate preparation of road work contract and bid list. Type, copy and mail contracts to list of prospective bidders (usually in the summer, but done as needed).

Annual Audit. In July or August, the General Manager will gather all necessary information for the auditor and represent the District in the audit and oversee the writing of the footnotes if necessary. Meet with auditor at accountant's office for 2-3 days to review files/reports and answer questions.

MISC.

The office of the CVPCSD is located in the General Manager's residence. The General Manager regularly monitors emails and phone calls throughout the day.