

Agenda

Special Meeting of the Board of Directors of Yuima Municipal Water District

Tuesday, November 1, 2016 10:00 A.M.
34928 Valley Center Road, Pauma Valley, California

Bill Knutson, President
Ron W. Watkins, Vice President
Terry Yasutake, Secretary/Treasurer

Laney Villalobos, Director
Roland Simpson, Director

AGENDA TOPICS

10:00 – 10:05 A.M.

1. **Roll Call** – Determination of Quorum.
2. **Pledge of Allegiance**
3. **Approval of Agenda** – At its option, the Board may approve the agenda, delete an item, reorder items and add/or an item to the agenda per the provisions of Government Code §54954.2.
4. **Public Comment** – Opportunity for members of the public to address the Board on matters within the Board’s jurisdiction, but not specifically listed on the agenda. Comments and inquiries pertaining to an item on the agenda will be received during deliberation on that agenda item. (Government Code §54954.3)

10:05 - 11:35 A.M. **I.**

CLOSED SESSION

Personnel Matters Pursuant to Government Code Section 54957(b) –
To consider appointment or employment of a public employee

11:35 – 11:40 A.M. **II.**

ACTION/DISCUSSION

1. Approve General Manager Job Description and Salary Range

Background: The Board will consider a revised job description and salary range for the General Manager position.

Recommendation: That the board adopt the revised job description and salary range for the General Manager position.

2. Proposed Agreement for Temporary Employment Services – Interim General Manager.

Background: The Board will consider an agreement for temporary employment services for an Interim General Manager not to exceed five months during the time the professional recruitment firm is engaged.

Recommendation: That the approve the Agreement for Temporary Employment Services.

III. OTHER BUSINESS

11:45 A.M.

III. ADJOURNMENT

NOTE: This meeting is a special meeting of the Board of Directors. All items on the agenda, including information items, may be deliberated and become subject to action. In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting, please contact the General Manager at (760) 742-3704 at least 48 hours before the meeting to enable the District to make reasonable accommodations. Any writings or documents provided to a majority of the members of the Yuima Municipal Water District Board of Directors regarding any item on this agenda will be made available for public inspection during normal business hours in the office of the District located at 34928 Valley Center Road, Pauma Valley.



AGENDA REPORT

To: Honorable Board President and Board of Directors

From: Lori A. Johnson, General Manager

Date: October 28, 2016

Agenda Item: II-1 General Manager Job Description & Salary Range

RECOMMENDATION

Approve a Job Description and Salary Range for the position of General Manager.

SUMMARY

The board discussed revisions to the job description for the General Manager position. The revised job description still needs to be approved by the board along with a salary range.

ANALYSIS

In July the board discussed changes to the job description for the General Manager position updating it to current duties and expectations. Following the Board's review of the job description with Bob Murray and Associates the board will approve a revised job description and salary range for the General Manager Position.

FISCAL IMPACT: The current pay for the GM position is \$182,375 per year. The fiscal impact will depend on the new adopted range and starting pay for the new General Manager.

ATTACHMENTS: *Draft* General Manager Job Description

YUIMA MUNICIPAL WATER DISTRICT GENERAL MANAGER

CLASS SUMMARY: The General Manager is responsible for overall operations of the Yuima Municipal Water District. Duties include: Implementing policies and directives of the Board; recommending long term strategic techniques and plans to achieve the District's mission of providing safe and reliable water in a cost efficient manner; providing staff assistance to the Board of Directors; preparing, submitting, presenting and providing recommendations to the Board for operations, finances, capital improvements and policies; leading long range and strategic planning activities; establishing high priority goals and objectives; monitoring employee relations, conducting labor negotiations; directing and reviewing the preparation of the District's budget; ensuring compliance with the District's mission, goals and objectives; providing resources to staff; and, making final decisions on hiring, firing and disciplinary actions.

DISTINGUISHING CHARACTERISTICS: This is a stand-alone classification and is distinguished from other management classes in that it serves as the Chief Executive Officer for the Yuima Municipal Water District overseeing a \$10 million annual operating and capital budget with authority to manage the day to day operations of the District in carrying out the policies of the Board of Directors.

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Leads long range planning efforts which includes all aspects of the District's operations. Oversees multi-year budget/rate models for Board consideration to achieve a stable operating plan. Provides implementation strategies for preventative maintenance and infrastructure improvements to maximize economic life of the system.
2. Provides administrative support to the Board of Directors; prepares, submits, and presents staff reports and other necessary correspondence to the Board including reports of finances and administrative activities; keeps Board of Directors advised of financial conditions, program progress, present and future needs of the District, prepares recommendations and advises the Board on matters requiring legislative action.
3. Manages labor relations and employee relations. Makes the final decisions on hiring, terminations and disciplinary actions.
4. Oversees and directs budgets and reviews and monitors the District's financial
5. Oversees and directs the activities of all departments.
6. Implements policies and directives of the Board of Directors by ensuring compliance with the District's goals and objectives.
7. Ensures that departments have resources necessary to do their assignments and projects.

8. Establishes high priority goals and objectives annually, quarterly and monthly with the Management Team in order to implement Board adopted goals.
9. Performs other duties as prescribed under Water Code Sections 30580, 30581, 71362 and 71363 of the State of California.

Knowledge & Skills (position requirements at entry):

- Water District's Operations;
- Long range planning;
- Human Resource Management;
- Financial Management;
- Current Economic trends and operating problems affecting the District's government and service;
- Effective management tools utilized in private sector;
- Applicable laws, rules and regulations.
- Creating long range strategic plans;

- Managing finances;
- Facilitating team management meetings;

- Giving presentations;

- Developing and implementing directives and goals;
- Managing Water District operations;
- Managing Human Resources;
- Resolving problems;
- Using computers and related software applications;
- Communication, interpersonal skills as applied to interaction with coworkers, the general public, etc. sufficient to exchange or convey information and to receive work direction.

Training and Experience (position requirements at entry):

Graduation from an accredited four (4) year college or university with major coursework in business administration, public administration, finance, engineering, utility management, — AND- five (5) years of increasingly responsible experience in the administration operation and/or financial management of a public water utility, which induces at least three (3) years of experience in a management or executive capacity.

Licensing Requirements (position requirements at entry):

- Valid California Driver's License.

Reasonable accommodations will be considered.

Board Approved
Effective Date:
11-20-15

Board Approved
Revision Date:
11-1-2016

DRAFT

AGENDA REPORT

To: Honorable Board President and Board of Directors

From: Lori A. Johnson, General Manager

Date: October 28, 2016

Agenda Item: II-2 Agreement for Temporary Employment Services –
Interim General Manager

RECOMMENDATION

Approve the Agreement for Temporary Employment Services for an Interim General Manager to fill the position while the District's Professional Recruitment Firm, Bob Murray & Associates, completes the recruitment process for the General Manager position.

SUMMARY

The board desires to bring in an interim General Manager with the skill set needed to perform the work required during the recruitment period.

ANALYSIS

In October the board approved a professional services agreement. Upon further investigation on the requirements of hiring a *CalPERS Retiree* it was determined that an Agreement for Temporary Employment Services is required to stay within the Public Employee Retirement Law (PERL) if the board desires to hire a CalPERS Retiree.

FISCAL IMPACT: The current General Manager is retiring on November 4th. The interim General Manager's will be paid under a temporary employment services agreement on an hourly basis with no benefits. This will not exceed the current budget.

ATTACHMENTS: 1. CalPERS Employer Checklist for Hiring CalPERS Retirees
2. Agreement for Temporary Employment Services

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES **Effective January 1, 2013**

POST-RETIREMENT EMPLOYMENT BASICS:

Generally, if the position in which a retiree will work is one that is subject to CalPERS membership where an active employee would earn CalPERS service credit, i.e. there is an employer-employee relationship, then a retiree hired to work in that position is subject to the retirement law requirements.

The common law employment test is used by the courts and CalPERS Board of Administration to determine "employee" or "independent contractor" status under the PERL. Under this test, a position title or characterization of the services performed is not the only determining factor of employee / independent contractor status. Just because a retiree is retained for a position that is called an independent contractor, consultant or third-party employer position, does not necessarily mean employment in that position is exempt from the retired annuitant requirements. Therefore, a retiree retained to work as an "independent contractor", "consultant", or through a "third party employer" in any position that would meet the common law employment test may be subject to mandatory reinstatement from retirement if the employment does not otherwise meet the retirement law requirements.

A retiree hired as an independent contractor, consultant, or contract employee through a third party employer to work in any position that would meet the common law employment control test would be inappropriately appointed under the retirement law and could be subject to mandatory reinstatement from retirement if the employment does not otherwise meet the retirement law requirements.

- **RETIRED ANNUITANT APPOINTMENTS:** CalPERS retirees cannot be hired into permanent or regular staff positions without reinstatement from retirement. Retirees should be hired into retired annuitant-designated positions only. These appointments are authorized during an emergency to prevent stoppage of public business or because the retiree has skills needed to perform work of limited duration. Since emergencies that would cause stoppage of public business are rare, e.g., disasters such as floods, earthquakes, etc., these appointments are generally those requiring skills needed to perform work of limited duration.

- **INDEPENDENT CONTRACTORS, CONSULTANTS AND CONTRACT EMPLOYEES THROUGH THIRD PARTY EMPLOYERS:** If you, the employer, hire a CalPERS retiree as an independent contractor, consultant or through a third party employer and the employment constitutes a common law employment (employer-employee) relationship, the employment is subject to the retirement law requirements and he or she must be enrolled as a retired annuitant in the myCalPERS system. If the employment is truly an independent contractor or consultant or is truly as an employee of a third party employer, i.e., a common law employer-employee relationship does not exist with the CalPERS employer, then the employment is exempt from the post-retirement employment requirements.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

- **POST-RETIREMENT EMPLOYMENT AUDIT REVIEW:** The CalPERS Office of Audit Services (OAS) Public Agency Audit Program reviews the hiring and employment of CalPERS retirees at all employers to ensure compliance with the requirements prescribed by the applicable sections of the California Government Code.
- **ENROLLMENT AS A RETIRED ANNUITANT:** The retiree must be enrolled as a retired annuitant in the my|CalPERS system, either directly in my|CalPERS or, for state agencies, through the Personnel Information Management System (PIMS).

ELIGIBILITY REQUIREMENTS BEFORE HIRING A RETIREE:

1. BONA FIDE SEPARATION IN SERVICE REQUIREMENT:

All Retirees: If a retiree is under normal retirement age at retirement, he or she cannot be hired for post-retirement employment without a bona fide separation from employment. The normal retirement age is the highest benefit formula age, e.g., age 55 for the 2% @ 55 formula. If there is more than one formula applicable to the retirement, e.g., the allowance has service based on both the 2% @ 55 and the 2% at 60 formula, the normal retirement age is the highest benefit formula age, or age 60, in this example. Members and retirees can look up their benefit formulas through their my|CalPERS online account or on their most recent CalPERS Annual Member Statement.

A bona fide separation must meet both of the following conditions:

- There is no pre-determined agreement: Prior to retirement, there was no agreement, written or verbal, between the employer and the member to work after retirement.
- There is a 60 day separation from employment: There is a period of 60 calendar days between the retirement date and the post-retirement employment date.

This requirement is a federal tax law and we, CalPERS, must comply with it to maintain our tax-deferred status.

2. UNEMPLOYMENT INSURANCE PAYMENT QUALIFICATION:

Upon accepting an offer of employment, every retiree must certify in writing to the employer that he or she did not receive any unemployment insurance payments within the 12 months prior to this appointment for previous retired annuitant work with any CalPERS employer.

If after hiring a retiree, you, the employer, discover the retiree did receive unemployment insurance payments, as above, within the 12 months prior to the current appointment date, you must terminate the employment on the last day of the current

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

pay period and that retiree is not eligible for reappointment by any CalPERS employer for 12 months following the last day of employment.

3. 180 DAY WAIT PERIOD BETWEEN RETIREMENT DATE & HIRE DATE:

All retirees must wait 180 days after their retirement date before he or she is eligible to begin post-retirement employment. This means a retiree cannot begin employment until the 181st day after his or her retirement date. There are four exceptions to the 180 day wait period requirement:

180 Day Wait Period Exceptions:

- **Firefighter or public safety officer:** The retiree is a firefighter or public safety officer, as determined in accordance with the definition set forth in California Code of Regulations 579.25, hired to perform a function or functions regularly performed by a public safety officer or firefighter.
- **Public agency or school employer certification and resolution:** The public agency or school employer must certify the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and, the appointment must be approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar.

For school employers, the school district's county office of education is the governing body that must pass this resolution.

The certification and resolution should be received by CalPERS prior to the retiree's hire date. Email the certification and resolution to the mailbox BNSD_Post_Retirement_Administration@calpers.ca.gov or mail it to Post Retirement Administration, Benefit Services Division, PO Box 942711, Sacramento, CA 94229-2711.

- Sample resolutions with instructions are available online at www.calpers.ca.gov.
- **State agency certification and resolution:** State agencies must obtain approval from CalHR via the Personnel Management Liaisons (PML) Memorandum titled Retired Annuitants Hiring Exception Procedure, Reference No. 2013-001. CalHR submits the approval to CalPERS prior to the retiree's hire date.
- **California State Universities (CSU) FERP exception:** The retiree may participate, if eligible, in the Faculty Early Retirement Program (FERP) pursuant to a collective bargaining agreement that existed prior to January 1, 2013, or has been included in subsequent agreements.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES **Effective January 1, 2013**

Disqualification for an Exception to the 180-day wait period:

- If a retiree accepts a Golden Handshake or any other employer incentive related to retirement, he or she must serve the 180-day wait period regardless of whether he or she would qualify for any of the exceptions above.

POST-RETIREMENT EMPLOYMENT RETIRED ANNUITANT REQUIREMENTS:

GC SECTION 7522.56:

- **Limited Duration Work & Retiree Skills:**

A CalPERS retiree can be appointed by the appointing power of the employer without reinstatement or loss of retirement benefits either during an emergency to prevent stoppage of public business or because the retiree has skills needed to perform work of limited duration. Since emergencies, e.g., disasters such as floods or earthquakes, etc., that would cause actual stoppage of public business are rare, these appointments are generally those requiring skills needed to perform work of limited duration. There should be some showing in the retiree's work history that he or she has previous experience and the skill set needed to perform the desired work.

- Is this a limited duration position, e.g., extra help work such as elimination of a backlog, work on a special project, or work in excess of what your permanent or regular staff employees can do and, it is not a permanent or regular staff position?
 - Retiree Skills: Is there some showing in the retiree's work history that he or she has previous experience and the skill set needed to perform the required work?
- **960 Hour Limit per Fiscal Year:**
 - A retiree is limited to working a maximum of 960 hours per fiscal year for all CalPERS employers. There is no exception to this limit. Retirees can be employed for more than one fiscal year as long as the employment continues to meet all of the requirements otherwise.
 - CSU academic retirees are limited to 960 hours per fiscal year or 50% of the hours employed during the last fiscal year of service prior to retirement, whichever is less. There is no exception to this limit.

EMPLOYER CHECKLIST FOR HIRING CaIPERS RETIREES Effective January 1, 2013

- **Rate of Pay Requirement:**
 - The compensation paid to any retiree must be within the monthly rate of pay range, i.e., cannot be less than the minimum nor exceed the maximum monthly base salary, paid to other employees performing comparable duties, divided by 173.333 hours to equal an hourly rate.
 - No other benefit, incentive, compensation in lieu of benefits, or other form of compensation can be paid in addition to this hourly pay rate.
- **Enrollment in the my|CaIPERS system:**
 - For public agency and school employers, the retiree must be enrolled as a retired annuitant and payrate with hours worked reported in the my|CaIPERS system. No retirement contributions are reported by the employer or member for retired annuitants. For state agencies and CSU employers, the retiree must be enrolled as a retired annuitant in PIMS.

GC SECTION 21221(h) POSITIONS – SPECIFIC REQUIREMENTS:

This section applies to public agency and school employers. The governing body for a school district is its county office of education.

Limited Duration Work & Retiree Skills:

- **Single interim appointment to a vacant position:** The governing body of a public agency or the county office of education of a school employer can appoint a retiree to work in a vacant position during the recruitment to permanently fill the vacancy or during an emergency to prevent stoppage of public business. This section is used to hire retirees on an interim basis to vacant managerial, executive or other unique positions, such as city manager, CIO, CFO, police chief, director, department heads, etc. Since emergencies that would cause the actual stoppage of public business, e.g., disasters such as floods or earthquakes, etc., are rare, these appointments are generally to provide a retiree with the needed skill set to work in the unique position during the recruitment to permanently fill the vacancy. The governing body's appointment should explain the need for the particular retiree's hire and there must be documentation that the governing body made the appointment in the form of a resolution, board minutes, etc.

There must be an open recruitment to permanently fill the position in place to hire a retiree. The retiree can be appointed only once to this position, thus, the employment agreement, contract, or appointment document must specify the end date of the appointment. There should be a showing in the retiree's work history that he or she has the previous experience and the skill set to perform the work of the position.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES Effective January 1, 2013

- Is this an interim appointment, i.e., the retiree is not being hired as the permanent employee?
 - There must be an open recruitment to permanently fill the vacant position before the retiree is appointed. Is there an open recruitment to permanently fill the vacant position?
 - The retiree can be appointed only once to this position. Does the employment agreement, contract, or appointment document, etc., specify the end date for the appointment?
 - Is there some showing in the retiree's work history that he or she has previous experience and the skill set needed to perform the work required?
 - Was this appointment made and duly documented by this employer's governing body?
- **960 Hour Limit per Fiscal Year:**
 - The retiree is limited to working a maximum of 960 hours per fiscal year for all CalPERS employers. There is no exception to this limit.
- **Rate of Pay Requirement:**
 - The rate of pay range for GC section 21221(h) appointments is the monthly rate of pay range for the vacant position. The compensation paid to the retiree must be within the monthly rate of pay range, i.e., cannot be less than the minimum nor exceed the maximum monthly base salary, divided by 173.333 hours to equal an hourly rate.
 - No other benefit, incentive, compensation in lieu of benefits, or other form of compensation can be paid in addition to this hourly pay rate.
- **Enrollment in the my|CalPERS system:**
 - The retiree must be enrolled as a retired annuitant and payrate with hours worked reported in the my|CalPERS system. No retirement contributions are reported by the employer or member for retired annuitants.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES **Effective January 1, 2013**

SERVICE AFTER RETIREMENT ON STATE BOARDS AND COMMISSIONS:

GC section 7522.57 provides the following conditions and limitations for service on any salaried state board or state commission by a retiree receiving a pension from a public retirement system who is first appointed on or after January 1, 2013:

Part-time state board or commission appointment: A retiree may serve without reinstatement or loss of retirement benefits upon appointment to a part-time state board or commission provided the salary received does not exceed \$60,000 annually. This salary shall be increased in any fiscal year in which a general salary increase is provided for state employees and such increase shall not exceed the general salary increases provided for state employees. The retiree shall acquire no benefits, service credit, or retirement rights with respect to this employment.

Full-time state board or commission appointment:

- A CalPERS retiree may serve on a full-time basis without reinstatement from retirement if he or she serves as a nonsalaried member and shall receive only the per diem authorized to all members of that board or commission. The retiree shall not earn any CalPERS service credit or benefits or make contributions with respect to the service performed. If a CalPERS retiree elects to receive the salary applicable to the board or commission, they must reinstate from retirement.
- A retiree from a public pension system other than CalPERS may serve on a full-time basis by choosing one of the following options:
 - The retiree may serve as a nonsalaried member and continue to receive his or her retirement allowance in addition to any per diem authorized to all members of that board or commission. The retiree shall not earn any CalPERS service credit or benefits or make contributions with respect to the service performed.
 - The retiree may suspend his or her retirement allowance or allowances, if receiving more than one, and enroll as a new member of CalPERS for the service performed on the board or commission. The pensionable compensation earned from this position shall not be eligible for reciprocity with any other retirement system or plan.

EMPLOYER CHECKLIST FOR HIRING CalPERS RETIREES

Effective January 1, 2013

POST-RETIREMENT EMPLOYMENT RESOURCES:

Public Agency & Schools Reference Guide

<http://www.calpers.ca.gov/index.jsp?bc=/about/forms-pubs/er-pubs/manuals/pas-ref-guide.xml>

State Reference Guide

<http://www.calpers.ca.gov/index.jsp?bc=/about/forms-pubs/er-pubs/manuals/state-ref-guide.xml>

Employment after Retirement (Member publication 33)

<http://www.calpers.ca.gov/eip-docs/about/pubs/member/employment-after-retire.pdf>

Reinstatement from Retirement (Member publication 37)

<http://www.calpers.ca.gov/eip-docs/about/pubs/member/reinstatement-retirement.pdf>

CalPERS Benefit Services Division for post-retirement employment questions only:

Email: BNSD_Post_Retirement_Administration@calpers.ca.gov

Fax: (916) 795-0701

**AGREEMENT FOR TEMPORARY
EMPLOYMENT SERVICES**

THIS AGREEMENT, made and entered into this 1st day of November, 2016, by and between the **YUIMA MUNICIPAL WATER DISTRICT**, whose address is 32928 Valley Center Road, Post Office Box 177, Pauma Valley, CA 92061-0177, ("District"), and _____ whose address is _____ ("Employee").

RECITALS

WHEREAS, District desires to engage the services of Employee to perform special professional District related administrative, managerial, or other specialized assignments as needed, pursuant to Government Code section 21224(a).

WHEREAS, District has accepted Employee's proposal for providing professional services.

WHEREAS, Employee agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that she possesses the necessary skills and qualifications to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, District and Employee agree as follows:

AGREEMENT

SECTION I: EMPLOYMENT

District hereby employs Employee to perform and/or furnish the professional services hereinafter described, at and for the consideration hereinafter stipulated, and Employee hereby accepts such contract under the hereinafter set forth terms and conditions.

SECTION II: SERVICES TO BE PERFORMED

Employee shall manage the District's operations, and duties shall include all items listed in Exhibit A, attached hereto, and incorporated herein by reference.

SECTION III: TIME PERIOD

This Agreement shall become effective on _____, 2016, and will continue to March 31, 2017 unless extended or sooner terminated as provided for herein, and may not exceed 960 hours in a fiscal year.

SECTION IV: COMPENSATION

District shall pay Employee at the rate of _____ and 00/00ths Dollars (\$_____.__) per hour for all hours worked (exempt from overtime), with all legal payroll taxes withheld. Employee shall submit bi-weekly time sheets to:

**Yuima Municipal Water District
Post Office Box 177
Pauma Valley, CA 92061-0177**

SECTION V: DATA AND SERVICES FURNISHED BY DISTRICT

District shall provide Employee with all reasonably available information pertinent to the tasks to be performed by Employee under this Agreement. It shall be the responsibility of Employee to apply reasonable caution in the interpretation and use of District furnished data and promptly advise District of any errors.

SECTION VI: OBLIGATIONS OF EMPLOYEE

Employee agrees to perform services in accordance with the terms and conditions of this Agreement. Employee shall be solely responsible in performing the services required by this Agreement, and shall comply with all local, state and federal laws.

SECTION VII: EMPLOYEE BENEFITS

Except for that described in Section IV, Compensation and Section VIII, Insurance; Employee is not entitled to any other employment benefits.

SECTION VIII: INSURANCE

Employee shall be covered by all District Insurance Policies to include the following:

Workers Compensation Insurance. District shall indemnify and hold Employee harmless from and against any and all third party claims, demands, causes of action or liability arising out of the services performed by Employee during the term of this Agreement, excepting therefrom any such claims, demands causes of action or liability which arise out of the sole negligence or willful misconduct of Employee.

SECTION IX: ASSIGNMENT

District has entered into this Agreement in order to receive professional services from Employee. Any attempts by Employee to sell, assign, or in any way transfer Employee's rights or obligations under this contract without District's prior written consent shall be void. Employee may make use of the part-time assistance of other experts possessing unique skills, the utilization of which will, in the opinion of Employee, enhance the quality of service to District under this Agreement.

SECTION X: SAFETY

Safety of all activities in connection with this project is of paramount and overriding importance to District. Employee will ensure that he observes and abides by all safety regulations and laws. Employee shall immediately notify District of any damage to property and/or injury to, or death of, persons which occurs in connection with, or is in any way related to the project. Employee shall furnish District a written report of any such damage or injury within three (3) working days.

SECTION XI: TERMINATION

Notwithstanding any other provision hereof, District shall have the right to terminate this Agreement upon thirty (30) days' notice at any time prior to the completion of the services to be performed and/or furnished by Employee by giving a written notice of termination, in which event District shall only pay Employee for work done prior to receipt of such a notice of termination. Employee may terminate this Agreement upon thirty (30) days written notice in the event of substantial failure of District to perform in accordance with the terms of this Agreement.

SECTION XII: OTHER AGREEMENTS OR UNDERSTANDINGS

There are no understandings or agreements except as herein expressly stated.

SECTION XIII: PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

SECTION XIV: AGREEMENT ENFORCEMENT

Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fee shall be paid to the prevailing party.

(next page for signatures)

SECTION XV: EFFECTIVE DATE

This Agreement shall be effective on the date specified on Page 1 of this Agreement.

By: _____

:

Principal

By:

W.D. "Bill" Knutson
Board President

Date: _____

:

Date: _____

DRAFT

EXHIBIT A
TO AGREEMENT FOR TEMPORARY EMPLOYEMENT SERVICES

**YUIMA MUNICIPAL WATER DISTRICT
GENERAL MANAGER**

CLASS SUMMARY: The General Manager is responsible for overall operations of the Yuima Municipal Water District. Duties include: Implementing policies and directives of the Board; recommending long term strategic techniques and plans to achieve the District's mission of providing safe and reliable water in a cost efficient manner; providing staff assistance to the Board of Directors; preparing, submitting, presenting and providing recommendations to the Board for operations, finances, capital improvements and policies; leading long range and strategic planning activities; establishing high priority goals and objectives; monitoring employee relations, conducting labor negotiations; directing and reviewing the preparation of the District's budget; ensuring compliance with the District's mission, goals and objectives; providing resources to staff; and, making final decisions on hiring, firing and disciplinary actions.

DISTINGUISHING CHARACTERISTICS: This is a stand-alone classification and is distinguished from other management classes in that it serves as the Chief Executive Officer for the Yuima Municipal Water District overseeing a \$10 million annual operating and capital budget with authority to manage the day to day operations of the District in carrying out the policies of the Board of Directors.

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Leads long range planning efforts which includes all aspects of the District's operations. Oversees multi-year budget/rate models for Board consideration to achieve a stable operating plan. Provides implementation strategies for preventative maintenance and infrastructure improvements to maximize economic life of the system.
2. Provides administrative support to the Board of Directors; prepares, submits, and presents staff reports and other necessary correspondence to the Board including reports of finances and administrative activities; keeps Board of Directors advised of financial conditions, program progress, present and future needs of the District, prepares recommendations and advises the Board on matters requiring legislative action.
3. Manages labor relations and employee relations. Makes the final decisions on hiring, terminations and disciplinary actions.
4. Oversees and directs budgets and reviews and monitors the District's financial
5. Oversees and directs the activities of all departments.
6. Implements policies and directives of the Board of Directors by ensuring compliance with the District's goals and objectives.
7. Ensures that departments have resources necessary to do their assignments and projects.

8. Establishes high priority goals and objectives annually, quarterly and monthly with the Management Team in order to implement Board adopted goals.
9. Performs other duties as prescribed under Water Code Sections 30580, 30581, 71362 and 71363 of the State of California.

Knowledge & Skills (position requirements at entry):

- Water District's Operations;
- Long range planning;
- Human Resource Management;
- Financial Management;
- Current Economic trends and operating problems affecting the District's government and service;
- Effective management tools utilized in private sector;
- Applicable laws, rules and regulations.
- Creating long range strategic plans;
- Managing finances;
- Facilitating team management meetings;
- Giving presentations;
- Developing and implementing directives and goals;
- Managing Water District operations;
- Managing Human Resources;
- Resolving problems;
- Using computers and related software applications;
- Communication, interpersonal skills as applied to interaction with coworkers, the general public, etc. sufficient to exchange or convey information and to receive work direction.

Training and Experience (position requirements at entry):

Graduation from an accredited four (4) year college or university with major coursework in business administration, public administration, finance, engineering, utility management, — AND- five (5) years of increasingly responsible experience in the administration operation and/or financial management of a public water utility, which induces at least three (3) years of experience in a management or executive capacity.

Licensing Requirements (position requirements at entry):

- Valid California Driver's License.