

## EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

This Employment Agreement ("Agreement") is entered and effective as of December 1, 2018 by and between the West County Wastewater District ("Employer" or "District") and Lisa Malek-Zadeh ("Employee") subject to the following terms and conditions.

### RECITALS

This Agreement is made and entered with respect to the following facts:

A. Employer is a public agency and sanitary district organized and existing under and pursuant to the Sanitary District Act of 1923 (California Health and Safety Code § 6400 et seq).

B. Employer desires to hire Employee as its General Manager beginning December 1, 2018, subject to the following terms and conditions.

C. Employee desires to accept such employment subject to the following terms and conditions.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, Employer and Employee agree as follows:

**1. Employment.** Employer hires Employee as its General Manager effective December 1, 2018. Employee accepts such employment subject to the terms and conditions of this Agreement.

**2. Term Of Employment.** The term of this Agreement shall commence December 1, 2018 and shall be in effect until June 30, 2022, unless and until it is terminated by either party as hereinafter provided.

**3. Duties.** Employee shall serve as Employer's full time General Manager, and shall perform the duties described in the job description attached as Exhibit A to this Agreement, as periodically amended or modified, in accordance with State Law, the District Code, and policies, restrictions, and directions provided by Employer's Board of Directors from time-to-time and subject to the consent of said Board of Directors. Employee agrees to devote her full time, ability, attention, and energy, knowledge and skills to the performance of her duties under this Agreement. As General Manager, Employee shall have full power and authority to manage and conduct District business. Employee shall also complete all training as and when required by law.

No Board Member shall interfere with the execution of Employee's duties, or order, directly or indirectly, Employee or any District employee to appoint or remove any person to or from any office or employment, except in accordance with applicable District policies. Individual Board Members shall address the administrative service under Employee solely through Employee and no individual Board Member shall give orders to any subordinate of the Employee, either publicly or privately, except as permitted by the Employee.

Although it is anticipated that the majority of the services provided by Employee under this Agreement will be provided at District facilities, Employee is entitled to provide those services remotely as needed, subject to Employer's review and approval. Employee acknowledges that the position of General Manager is a position of high visibility before the public. Employee shall conduct herself before the public, both during and outside of regular working hours, in a manner that reflects favorably upon Employer. The District shall, at District expense, supply Employee with sufficient personnel and equipment to allow Employee to perform Employee's duties and obligations under this Agreement,

including without limitation a mobile phone and laptop computer of Employee's choice for Employee's use while performing her duties and obligations under this Agreement.

a. **One-Time Provision.** Employee shall not fill the Deputy General Manager position for the first time after her appointment without Employer's prior approval. Subsequent appointments to that position, if any, shall not require prior Board approval.

4. **Compensation And Benefits.** As consideration for Employee's performance of her duties under this Agreement, Employee shall receive the following salary and benefits unless and until this Agreement is terminated as hereinafter provided:

a. **Salary.**

(i) **Base Salary.** Employee's base annual salary as of December 1, 2018 shall be \$250,950.00. On July 1, 2019, Employee's base annual salary shall be \$250,950.00 plus 4%, or \$260,988.00. All future annual salary adjustments after July 1, 2019 shall be subject to a cost of living adjustment of 2%. If the Consumer Price Index for the San Francisco Area that includes Contra Costa County exceeds 2% in any year, Employee and Employer shall, in good faith and subject to the Board finding Employee provided satisfactory performance, negotiate a higher annual salary adjustment up to a maximum of 5%.

Said salary shall be payable in twenty-six (26) equal biweekly (every other week) installments. Each such payment shall be made at the same time that other District employees receive their regular paychecks. Employee shall not be entitled to receive payment or credit for, and Employer shall not pay or credit Employee for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Employer or Employee may at any time request a re-opener of this provision to review and discuss Employee's salary and/or benefits.

(ii) **Performance Pay.** Commencing with the District's 2019-2020 fiscal year, and every year thereafter that this Agreement remains in effect, either in conjunction with the completion of Employee's performance evaluation or as closely as reasonably possible to each June 30th, whichever is earlier, in addition to base pay, if the District's Board of Directors, in its sole discretion, concludes that Employee performed exemplary service as General Manager, the District may award Employee a performance based bonus of not more than 10% of Employee's annual base salary. In exercising its discretion pursuant to this paragraph, Employer shall consider the goals and performance measures established pursuant to paragraph 25 of this Agreement and such other performance measures as the Board may deem relevant to its determination.

b. **Employee Benefits.**

(i) **Pension.** Employee shall receive pension benefits upon the execution of this Agreement. In summary, Employee shall be covered by first tier benefits, known as 3% @ 60, since Employee is hired after January 1, 2013 and is an existing member of the CalPERS system that has not had a break in CalPERS or reciprocal agency service six or more months prior to being hired by the District. Since Employee is covered by first tier benefits (3% @ 60), the District will contract with CalPERS to provide for the CalPERS retirement based on the twelve highest paid consecutive months. Coverage shall be consistent with CalPERS regulations as periodically amended or supplemented. Employee shall contribute 8% of her reportable pay each pay period to CalPERS towards Employee's retirement benefits.

(ii) **Health Insurance.** The District will contribute an amount up to 100% of the monthly premium for the Kaiser Bay Area plan, based on the Employee's selected coverage level (employee, employee +1, employee + 2), which shall be the Employer's share, toward medical insurance

for Employee each month. Any and all monthly premiums in excess of the Employer's share shall be paid by Employee, which shall be the Employee's share. Any amounts in excess of the Employer's share shall be deducted from the Employee's paycheck each pay period as a pre-tax deduction, as allowed by applicable law.

**(iii) Retiree Medical/Dental Benefits.**

A. Retiree Medical Benefits: The District's contribution to medical insurance premiums after retirement shall be the amount necessary to pay the full cost of the retiree's enrollment, including the enrollment of the retiree's eligible family members, in a health benefits plan up to the amount provided to current employees. Retirees are responsible for the difference between his/her Health Premium and the District contribution amount.

The District has adopted a vesting schedule for the District's contribution to retiree health based on Government Code Section 22893. The vesting schedule provides that a minimum of 10 years of CalPERS service is required to receive 50% of the employer contribution. Five of those years must be at the District. Each additional service credit year after 10 years increases the employer contribution percentage by five percent (5%) until 20 years, at which time the retiring employee is eligible for 100% of the employer contribution. This vesting schedule applies only to employees hired after September 1, 2007. For retirees hired before September 1, 2007, the District will contribute up to 100% of the monthly premium allowed in paragraph 4(b)(ii) of this Agreement.

To comply with the requirements of Governmental Accounting Standards Board (GASB) statements No. 43 and No. 45, the District established a PARS Trust in fiscal 2010. Employee shall contribute 2% of her pay each pay period to the OPEB trust fund. The District will pay the remainder of the required contribution into the fund.

B. Retiree Dental. Employee is not eligible for post-retirement dental benefits.

**(iv) Dental/Vision Plan.** The District shall provide dental and vision plans for Employee and her eligible dependents, including a registered domestic partner. The District shall pay 90% of the monthly premium for the Employee's selected dental plan, which shall be the Employer's share, every month. The remaining 10% of the monthly dental premium shall be paid by Employee, which shall be the Employee's share, and shall be deducted from Employee's paycheck each pay period as a pre-tax deduction. The District shall pay the full premium for the Employee's selected vision plan.

**(v) Cash in Lieu.** If Employee is able to show proof of ongoing alternate medical coverage, the District will compensate employee \$500 each month. The District will not pay cash-in-lieu of coverage under other dental and/or vision plans.

**(vi) Life Insurance.** District shall provide basic group life insurance coverage to Employee by a carrier of the District's choice. The coverage shall be in an amount equal to one and one half times Employee's annual salary with a maximum coverage amount of \$150,000. The District shall pay the full premium for such life insurance coverage up to the age of 65. At age 65, a benefit reduction schedule may apply. This benefit is subject to applicable payroll taxes. Life insurance shall become effective immediately upon execution of this Agreement, and shall continue as long as this Agreement remains in effect.

(vii) **Deferred Compensation.** Employee shall be eligible to participate in the District's Deferred Compensation Plan through voluntary payroll deductions from the Employee's wage. Employee may contribute, by payroll deduction, an amount up to the maximum allowed by law to the deferred compensation plan (457).

(viii) **Flexible Spending Arrangement.** Employee shall be eligible to participate in the District's Flexible Spending Arrangement.

(ix) **Mandatory Professional Fees and Licenses.** Employer shall pay the mandatory professional fees and licenses required for Employee to maintain current employment with the District.

(x) **Long-Term Disability.** Employer shall provide Long-Term Disability insurance at no cost to Employee.

(xi) **State Disability Insurance/Paid Disability Leave.** The District participates in the State Disability Insurance/Paid Family Leave programs and agrees to deduct from Employee's paycheck sufficient funds to pay for SDI/PFL.

A. State Disability Insurance/Paid Family Leave Integration. If Employee is absent due to personal disability for more than seven days, Employee shall apply for State Disability Insurance Benefits. Application forms shall be available from the District office. Employer shall integrate Employee's pay with the State Disability Benefits in the following way: (1) The District will assume Employee will receive the maximum weekly SDI benefit. (2) When Employee has Sick Leave, Vacation or Administrative Leave accruals to integrate, the weekly SDI benefit will be subtracted from Employee's base weekly wage. The difference will be deducted from Employee's leave banks, beginning with Sick Leave and continuing with other leaves that expire at the end of each year before applying Vacation Leave, and paid on normal District payroll. (3) When Employee receives a SDI check, Employee will contact District payroll if the amount of the benefit is less than the maximum amount. The difference between the amount paid and the maximum amount of benefit will be made up from Employee's available Sick or Vacation Leave balances. (4) Payment of Sick Leave or Vacation shall not affect and shall be supplementary to State Disability Insurance payments. If Employee is entitled to SDI benefits, Employee shall receive in addition thereto such portion of Employee's accumulated sick leave or vacation as will meet, but not exceed, the base earnings of Employee for Employee's regular work week, up to a maximum of 40 hours per week. Employee shall continue to accrue leave while on SDI.

B. Paid Family Leave: The District participates in the State Paid Family Leave program and will manage it the same as the State Disability Insurance program as outlined in paragraph 4(b)(xi)A above.

**5. Vehicle.** Employer shall provide Employee with a vehicle selected by Employee, subject to Employer's approval, to be used primarily in the business of Employer provided that personal usage shall be accounted for income tax purposes in accordance with applicable federal and state income tax regulations. Until a suitable vehicle is acquired, Employer shall continue to pay Employee \$200 per month for Employee's use of her personal vehicle for District business. Employee shall be entitled to take the District-provided vehicle home at night and on the weekends for immediate access in the event of, and to respond to, emergencies as required. As used in this Agreement, the phrase "business of Employer" shall include, but not be limited to, driving for District business purposes, Employee's attendance at any scholastic or vocational courses of education or training approved by Employer, and Employee's attendance at any meetings or conferences of trade organizations authorized by this Agreement.

Employer shall pay for all costs associated with the insurance, maintenance, repair, and business use of said vehicle. Employee shall operate any vehicle used in connection with performance of her duties as General Manager in a safe manner and otherwise in observance of all established traffic safety laws and shall maintain a valid California driver's license during her period of employment as General Manager.

**6. Reimbursement.** Subject to Employer's policies, restrictions, and directions, Employer shall pay or reimburse Employee for reasonable expenses incurred by Employee in the performance of Employee's duties pursuant to this Agreement.

**7. Vacation.** Employee shall accrue paid Vacation Leave at the rate of twenty-five days per year. Employee shall notify employer reasonably in advance of taking any planned vacation. In conformance with this Agreement, upon termination, including death, extended military leave, or other extended leave without pay, Employee or her estate shall be paid for all accrued unused Vacation Leave at the Employee's hourly rate of pay at the time of her termination. Vacation Leave shall not be used in lieu of accrued Sick Leave for absences due to illness. If accrued sick leave is exhausted, Vacation Leave may be used for absences due to illness. Once per year, Employee shall have the option to sell to the District up to 40 hours of accumulated Vacation Leave. In order to qualify for this option, Employee must have a minimum of 250 hours of accrued Vacation Leave at the time of the request.

**8. Sick Leave.** Employee shall accrue 3.70 hours of sick leave per pay period provided that the Employee is in a paid status for at least forty-one (41) hours in the applicable pay period. Employee may use up to a total of eighty (80) hours of accrued sick leave in a calendar year to care for a family member, subject to the provisions of applicable District policies and procedures. "Family member" has the same meaning as defined in California Labor Code §245.5, as amended from time-to-time. Separation from employment with the District shall cause cancellation of any accrued but unused sick leave, except as provided in this section, and no payment other than that provided for in this section shall be made for such accrued but unused sick leave.

Immediately prior to retirement, if Employee's record of service with the District has been satisfactory and if Employee otherwise qualifies for retirement through the official retirement system of the District then in effect, Employee may be granted time off from the job, with full compensation, for a period of time not to exceed the amount of Employee's accumulated Sick Leave, or 60 work days, whichever is shorter. If Employee wants to use all or any part of Employee's accumulated Sick Leave in conjunction with Employee's retirement, Employee shall provide the District with written notification of Employee's intent to retire at least 90 days prior to Employee's intended effective retirement date. Failure to provide this timely written notification may result in a refusal to grant Employee the opportunity to use any accumulated Sick Leave in conjunction with retirement.

Separation from employment with the District shall cause cancellation of any unused Sick Leave accrual, except for use of Sick Leave upon retirement as provided above, and no payment except for use of Sick Leave upon retirement as provided above, shall be made for such accrued but unused Sick Leave. If Employee returns to District employment within 365 days after the date of separation, the former accrued Sick Leave balance shall be credited to Employee's sick leave account. Absence from District employment for more than 365 days, other than for an approved leave of absence, shall preclude Employee from receiving credit for any Sick Leave accrued during Employee's prior service.

**9. Holidays.** Employee shall be paid her normal hourly rate for District observed holidays. If the observed holiday falls on a Saturday, the District shall observe it on the Friday immediately preceding the holiday. If the observed holiday falls on a Sunday, the District shall observe it on the Monday immediately following the holiday. In order to be eligible for holiday pay, Employee must be on paid status on her regularly scheduled workdays before the holiday. If an observed District holiday occurs

during Employee's scheduled Vacation Leave, no deduction from accrued Vacation Leave will be made for the holiday period.

**10. Other Compensated Leaves or Absences.**

**a. Bereavement Leave:** If the Employee experiences a death in Employee's immediate family, Employee shall be granted up to three (3) working days of paid leave for the purpose of attending the funeral or memorial service. If the Employee must travel in excess of 500 round trip miles to attend the service or make arrangements in connection with the death of an immediate family member, Employee may use up to one (1) additional day off with pay. In the event Employee must travel in excess of 1,000 round trip miles to attend the service or make arrangements in connection with the death of an immediate family member, Employee may use up to two (2) additional days off with pay. For the purpose of Bereavement Leave only, "immediate family" shall mean:

(i) For the Employee: spouse, registered domestic partner, mother/father, foster parent, step-parent, grandmother/grandfather, sister/brother, son/daughter, step-child, grandchild, aunt/uncle, son-in-law/daughter-in-law and any relative of the Employee residing in the Employee's immediate household at the time of the death.

(ii) For the Employee's Spouse or Registered Domestic Partner: mother/ father, grandmother/grandfather, sister/brother, aunt/uncle and any relative of the Employee's spouse or registered domestic partner residing in the Employee's immediate household at the time of the death.

**(b) Jury Duty or Witness Leave:** If Employee is called or required to serve as a juror or witness in a court case in which Employee or Employee's dependent is not a party, then upon notification and verification from the court, Employee shall be entitled to be absent with pay during the period of such service and while necessarily being present in court as a result of such call. The Employee must surrender to the Employer any payment received for jury service or witness fees, excluding mileage reimbursement.

**(c) Administrative Leave:** Employee shall earn 80 hours of paid Administrative Leave per calendar year which shall be added to Employee's Administrative Leave on January 1<sup>st</sup> of each year beginning in 2019. From December 1, 2018 (the effective date of this Agreement) to December 31, 2018, Employee shall earn 1/12<sup>th</sup> of the aforementioned Administrative Leave, or 6.7 hours. Unused Administrative Leave may not be carried over to the next calendar year. Upon separation from Employer or upon Employee's retirement, no monetary payment will be authorized for unused accumulated Administrative Leave. The District adheres to the principles of public accountability. Employees exempt under the Fair Labor Standards Act (FLSA) must use accrued paid leave to account for hours not worked if such hours exceed four (4) hours on any scheduled work day. Accrued administrative leave days may be utilized immediately upon accrual.

**11. Professional Development Costs and Expenses.** Employee may submit requests for reimbursement of up to \$2,000.00 each calendar year for professional development costs and expenses. Such expenditures may be related to any purpose that encourages Employee's personal growth and development, including but not limited to education expenses, activities for professional development, activities for wellness, and membership in organizations not paid for by the District. Unspent District allowance funds do not accumulate or carry over from year to year. All requests for reimbursement must be submitted in time to be processed as part of the final paycheck for each calendar year. The Employer will provide notice to Employee of the submission deadline each year.

**12. No Other Benefits.** Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of Employer.

**13. At-Will Employment; Termination.** It is specifically understood and agreed that Employee serves at the pleasure of Employer's Board of Directors. This Agreement and the relationship hereby created may be terminated at any time at the will of Employer, in its sole discretion, with or without cause, subject to the following:

(a) If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as General Manager, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer and (9) neglect, failure or refusal, after notice, to perform the essential duties or functions of the General Manager.

(b) Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, or Severance Compensation if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the General Manager duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period."

(c) Employee may terminate this Agreement and resign her employment at any time, for any reason, upon two months prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the two-month notice period. Once Employee gives Employer such written notice, Employee shall not have the right to rescind it without an affirmative vote of the majority of Employer's elected directors in office as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, Employer shall have the right to immediately remove Employee from her position as General Manager, or to permit Employee to remain in the position of General Manager for all or any part of the two-month notice period. If Employer elects to immediately remove Employee from her position as General Manager, or to remove Employee from her position as General Manager before the expiration of the two-month notice period, then Employer shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of General Manager for the two-month period. If Employer requests that Employee continue to perform the duties of General Manager during the two-month notice period and Employee fails or refuses to do so, then Employee shall receive no salary or benefits after the last date upon which Employee actually performs the duties required of her as General Manager pursuant to this Agreement.

(d) Unless Employee is terminated for cause, or if Employer decides to not extend the term of this Agreement, Employer shall pay Employee an amount equal to six months of gross pay as severance compensation ("Severance Compensation") in addition to the pay and benefits Employee earns under this Agreement through the effective date of termination. Severance Compensation shall increase by one month for every year of Employee's service, up to a maximum total of nine months. All such gross pay shall be subject to usual state and federal withholding. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee's employment. Employee shall not be entitled to receive any Severance Compensation if Employee resigns her employment with Employer.

**14. Employer Property.** All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or

produces in connection with this Agreement or with Employee's employment by Employer shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in Employee's possession or under Employee's control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee's employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer's building, all methods of gaining access to Employer's premises, property or information, all mobile telephones and radios and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 et seq.

**15. District and Employee Water Sector Leadership Commitment.** At District expense, subject to the provisions and restrictions of the District's applicable policies, Employee is authorized to attend and represent the District at professional association conferences presented by the California Association of Sanitation Agencies (CASA) and California Special District Association (CSDA) and other conferences or trainings approved in advance by Employer.

**16. Assignment.** This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**17. Entire Agreement.** This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

**18. Modification.** Any modification of this Agreement will be effective only if it is in writing and signed by Employer and Employee.

**19. 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 shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**20. Law Governing.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California. Any dispute between the parties that relates to or arises from this Agreement shall be resolved within the County of Contra Costa, California, by an arbitrator or arbitrators selected or appointed from the list of arbitrators of the Superior Court of California, County of Contra Costa, or by an independent hearing officer hired through the Contra Costa County, California branch office of the Judicial Arbitration and Mediation Service (JAMS).

**21. Headings.** The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.



**22. Cooperation.** Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.

**23. Waiver Of Breach.** No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

**24. Indemnification.** Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as General Manager. Said defense shall be provided by Employer until such time as all legal action on the matter is concluded.

**25. Performance Evaluation.** During the term of this Agreement, Employer's Board of Directors shall review and evaluate Employee's performance annually as close as reasonably possible to the close of the fiscal year for which performance is reviewed. The Board of Directors may, in its discretion, review and evaluate Employee's performance more often than annually if the Board of Directors deems it necessary. During each such evaluation, goals and performance measures shall be considered for the contract year under review, and new goals and performance measures shall be determined for the following year. Such goals and performance measures may include, without limitation, cost savings and containment measures; staff reorganization; implementation of the District's mission and vision statements and strategic plan; implementation of the District's organizational culture change; status of labor agreements and labor relations; community outreach and relations; capital project development and implementation; succession planning; and such other criteria as the Board may establish from time-to-time.

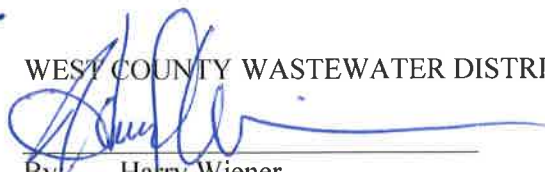
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Dated: 11/11, 2018 <sup>9/11/2</sup>

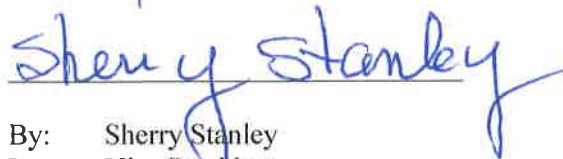


Lisa Malek-Zadeh  
General Manager

WEST COUNTY WASTEWATER DISTRICT



By: Harry Wiener  
Its: President



By: Sherry Stanley  
Its: Vice President

3082632.1

**Class Title:** General Manager  
**Bargaining Unit:** Unrepresented Employees  
**Class Code:** 101  
**Salary:** \$9,652.00 Biweekly

**Definition**

**Benefits**

Under policy direction of the West County Wastewater District Board of Directors, the District Manager is responsible for the organization, direction and coordination of all business and operations of the District and represents the Board's policies and programs to employees, community organizations and the general public.

Receives policy direction from and serves at the pleasure of the Board of Directors. Provides direct supervision of senior management staff. Supervises other staff and consultants.

**Essential Duties:**

(This list is intended to be illustrative only and does not include all duties and responsibilities)

- Carry out policy as directed by the Board of Directors.
- Advise Board on issues and programs; prepare and recommend specific long and short-range plans and actions.
- Represent District before the general public, outside agencies and organizations and the news media.
- Organize, direct, administer and enforce operation and maintenance of District facilities to meet all local, State and Federal requirements, District ordinances and resolutions.
- Direct, oversee and participate in the development of District's work plan; assign work activities, projects and programs; monitor, review and evaluate work flow and work product, methods and procedures.
- Oversee the financial operations of the District and expend funds in conformity with established policies and related laws and regulations.
- Oversee and administer the human resources management program of District, including labor/management relations and employee relations.
- Responsibility for the safe operation of all District facilities, operations and practices.

- Oversee the preparation of agendas for District Board and Committee meetings and report to Board on all matters pertinent to District operations.
- Negotiate and manage complex contracts for a variety of administrative, fiscal and special projects.
- Preserve and allocate limited resources in a cost-effective manner; develop, implement and control cost measurement and cost control systems.
- May act as Manager for the West County Agency, a joint powers authority.
- Execute other duties assigned by the Board.

#### **OTHER JOB RELATED DUTIES**

- Maintain records of all official actions of the District.
- Schedule and direct programs for design and construction of District facilities and administer and control construction contracts.
- Oversee the preparation of budget reports, financial statements and other statistical and analytical reports.
- Oversee pursuit of and compliance with the terms of State and Federal grant funding.
- Supervise and coordinate appropriate dissemination of public information concerning District facilities and activities.
- Perform other related duties and responsibilities.

#### **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

##### **Knowledge Of:**

- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of personnel management including California labor relations, supervision, training, performance evaluation, research and reporting methods, techniques and procedures.
- Principles and practices of finance, budget preparation and administration.
- Engineering principles and practices related to the design, construction and operation of wastewater systems.
- Current social, political and economic trends and operating problems of wastewater districts.
- Pertinent federal, state and local laws, codes and regulations.
- Modern principles, practices and techniques of public relations.

##### **Ability To:**

- Provide effective leadership and coordinate the activities of a wastewater district.

- Make effective and professional presentations to the Board of Directors, staff, outside agencies, members of the public, or other groups as required.
- Effectively administer a variety of District-wide programs and administrative activities.
- Identify and respond to issues and concerns of the public and Board of Directors.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Communicate clearly and concisely, both orally and in writing.
- Recruit, select, train, supervise, develop and evaluate management personnel.
- Prepare clear and concise administrative, operational and financial reports.
- Administer operations and capital improvement projects and related budgets.
- Oversee and actively participate in the ongoing multi-million dollar short and long term investment program.
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- Read, write and understand material that is highly technical in nature.
- Operate a motor vehicle safely.
- Operate modern office and computer equipment.
- Attend work and perform duties on a regular and consistent basis.
- Work under stress.
- Learn and observe all appropriate safety precautions.
- Work in an office environment with some exposure to the outdoors, electrical and mechanical hazards, vibration, chemicals, dust, and domestic waste.
- Effectively communicate complex issues and policies in lay terminology.

**Qualifying Training and Experience:**

**Experience:**

Ten years of progressively responsible experience as a senior manager within a municipal public agency, preferably a wastewater collection and treatment facility, with responsibility for the formulation and implementation of programs, fiscal systems and service is desirable. At least five years of supervisory experience is required.

**Education:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business administration, public administration, civil engineering, or other related fields.

**License or Certificate:**

Possession of a valid Certificate of Registration as a Professional Engineer is desirable. Possession of, or the ability to obtain, an appropriate valid California driver's license. Must maintain insurability in accordance with the District's Driving Policy.