

AGREEMENT FOR EMPLOYMENT OF GENERAL MANAGER

This AGREEMENT FOR EMPLOYMENT OF GENERAL MANAGER (“Agreement”) is entered into effective on the 19th day of May, 2022 (“Effective Date”) by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a public agency and water conservation district duly formed and existing under the Water Conservation Act, California Water Code sections 74000 *et seq.* (“District”) and Betsy Miller (“Employee”) on the terms and conditions stated herein.

1. Duties of Employee

A. District hereby agrees to employ Employee, and Employee hereby accepts employment with District, as District’s General Manager, beginning on the Effective Date. Employee shall perform all managerial duties of the District, including, but not limited to, all of those duties set forth in Resolution No. 587, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, and as may be amended. Employee shall perform such other legally permissible and proper duties as may be necessary or beneficial to manage and conduct the District’s business and operations, as the District’s Board of Directors may assign or require. Employee agrees to fulfill and abide by the terms of Resolution No. 587 and by all other District adopted policies and procedures. Employee specifically will work to implement the Board of Director’s approved Strategic Plan, and Policies and the Priorities establishes each January, including any additions or changes to the priorities made by the Board from time to time.

B. It is expressly understood that Employee shall be required to devote full time and effort to the business of the District during the term of this Agreement. This Agreement shall not be interpreted to prohibit Employee from making personal investments, conducting private business affairs, or pursuing personal political activities, so long as such activities do not materially interfere with the duties and services Employee is required to perform under this Agreement.

C. It is the duty of the Employee acting as General Manager to serve also as the Executive Director and Chief Financial Officer of the San Bernardino Valley Conservation Trust (“SBVCT”), unless removed or replaced by a majority vote of the Board of Directors of SBVCT. In so doing, Employee shall exercise reasonably prudent business judgment and administrative discretion in the oversight of the collection and application of funds deposited in the SBVCT non-wasting endowment, shall observe and comply with investment strategies and policies promulgated by SBVCT, shall report regularly to the SBVCT Board of Directors on the status of SBVCT activities and funds, and shall explore potential opportunities for SBVCT to fulfill or expand its mission, as may be directed or approved by the SBVCT Board of Directors. In such capacity, Employee may exercise such other powers as may be delegated to her from time to time by action of the Board of Directors. Employee shall not receive additional compensation, apart from that otherwise provided for in this Agreement, for the performance of such SBVCT duties.

2. Term of Agreement and At-Will Status

A. Employee shall serve at the pleasure of the District’s Board of Directors and is specifically employed on an “at-will” basis. Employee’s employment hereunder may be

terminated at any time by a majority vote of the District's Board of Directors, with or without cause.

B. This Agreement shall commence as of May 19, 2022, and shall remain in effect until May 18, 2025, unless terminated earlier in accordance with the provisions of this Agreement.

3. Termination and Severance

This Agreement may be terminated by District at any time, with or without cause, consistent with Employee's at will status. This Agreement may be terminated by Employee upon no less than sixty (60) days written notice to the President of the Board of Directors of the intent to resign, retire, or otherwise separate from employment with the District. In the event of termination by Employee, Employee's employment shall be terminated at the end of the 60-day period, unless District's Board of Directors determines, in its sole discretion, to designate the operative date of the termination at an earlier date. Employee and District may, by mutual agreement, extend Employee's termination date beyond the 60-day notice period.

Upon termination or other separation from employment with the District, Employee shall be paid all accrued salary and benefits, including a pro rata monthly amount for any partial year, and for all accrued, unused vacation, and sick leave consistent with the District's Personnel Manual policies applicable to other District employees in effect at the time of separation or termination. Upon termination or separation, Employee shall turn over to the District all District's property, including but not limited to, any credit cards, computer hardware or software, and all files, reports, or presentation materials.

If Employee's employment is terminated without cause, Employee shall, upon delivery to the District of a signed full waiver and release of claims for any claims, demands, or causes of action arising out of her employment, be entitled to payment of the lesser of three (3) months' base salary at Employee's then-current rate, exclusive of merit bonus pay or any other benefits, or the same amounts as may be applicable to the number of months remaining in the contract term.

4. Disability

In the event Employee becomes permanently disabled or is otherwise unable to perform her duties, as determined by a licensed physician designated by the District's Board of Directors, because of sickness, accident, injury, mental incapacity or other medical condition ("qualifying event") for a period of twelve (12) weeks in any one (1) year period measured from the first date of absence for such reason, this absence shall be defined as "FMLA/CFRA Leave" for a qualifying event. During the Employee's FMLA/CFRA Leave, to the extent Employee seeks such leave to be compensated, and except as otherwise provided in Paragraph 13 regarding Maternity Leave below, Employee shall be required to utilize all accrued and unused sick leave and paid leave concurrently during this time period. Employee may choose to take unpaid leave, consistent with time frames provided by the FMLA/CFRA, at her option, in which case no vacation or sick leave shall be required. Employee, in her capacity as General Manager, is deemed a key employee under the FMLA/CFRA. Employee is therefore not entitled to reinstatement to her former position of General Manager at the expiration of the FMLA/CFRA Leave of twelve (12) weeks in a one (1)

year period measured from the first day of Employee's absence for a qualifying event, and such inability to return to work constitutes just cause for Employee's termination.

5. Salary

Employee shall be paid as determined by the Board of Directors, in accordance with District's standard payroll procedures. Employee's base salary for the term of this contract shall be Two Hundred Fifty Thousand dollars (\$250,000.00). Beginning in the second year of the term of this contract, Employee shall receive a Cost of Living ("COLA") adjustment to her base salary amount, in the same percentage as the COLA adjustment granted to other COLA-eligible employees of the District, to be effective at the same time such other employees' COLA adjustments are effective.

Employee's performance shall be subject to review by the District's Board of Directors, or any committee of the Board to which such responsibility has been delegated, and shall occur at least once before the anniversary of the Effective Date. Such review shall serve as the basis for any salary adjustment or benefits adjustment during the term of this Agreement, and consideration of extension of this Agreement at the end of its term. Such review shall also serve as the basis for any determination of a discretionary merit performance bonus, as provided below.

Employee shall be eligible for a merit performance bonus, in addition to the salary provided for herein, in an amount up to fifteen thousand dollars (\$15,000.00). Such merit performance bonus may be awarded by the Board of Directors in its sole and absolute discretion, in any amount up to fifteen thousand dollars (\$15,000.00), or no amount at all, or any figure in between. The merit performance bonus shall be determined based upon Employee's perceived progress in successfully implementing the District Strategic Plan, Policies, and Priorities as referenced in paragraph 1(A) above. Employee's job performance may be evaluated by the Board of Directors at any time, but Board consideration of salary adjustment, benefits adjustment, or merit performance bonus shall be made only one time per year. The merit performance bonus shall be in addition to the base salary provided for hereunder, but shall not be included as salary for determination of Employee's base salary for any future extension of this Agreement to subsequent employment terms, nor for any other retirement or other benefits. Any base salary increase or Cost of Living increase that may be made to Employee's salary in subsequent years shall be credited as additional salary for consideration of any future base year salary for Employee, however, to the effect that only the merit performance bonus shall be excluded from Employee's future base salary determination. It shall be the responsibility of Employee to work with the Board President to place Employee's reviews and consideration of salary adjustments on a meeting agenda for consideration by the Board of Directors in a timely fashion, and to place before the Board any consideration of extension or renewal of this Agreement at the end of its three (3)-year term no later than six (6) months prior to the expiration of such term.

6. Uniqueness of Services

Employee represents and agrees that the services to be performed by this Agreement are special, unique, unusual, extraordinary, and of an intellectual character, that gives her a peculiar value to the District, the loss of which cannot be reasonably or adequately compensated for monetary damages.

7. Vacation

In addition to any vacation already accrued by Employee in her prior employment tenure with the District, Employee shall accrue additional vacation at a rate of 1.67 days per month of completed employment, up to a maximum total accrual of forty-five (45) days. Employee may at any time elect to cash out some or all of then-currently accrued vacation. Any unused vacation or compensable sick leave shall be compensated at the base salary rate in effect when paid.

8. Sick Leave

Sick leave is a protection to Employee granted by District to assist Employee in times or circumstances of illness, incapacity, or physical adversity, and is intended to serve as a protection for Employee's health and welfare; it is not an earned right to time off work. In addition to any sick leave already accrued by Employee in her prior employment tenure with the District, Employee shall accrue sick leave at a rate of one (1) day per month of completed employment as stipulated in the Personnel Manual for all employees, except the Manager may accrue sick time without limitation during the term of employment and may at any time elect to cash out for compensation some or all of currently accrued sick time, provided such cash out is consistent with sick leave compensability amounts provided for other employees in the District's Personnel Manual in effect at the time.

Except as otherwise specifically provided for herein, any sick leave which has accrued but is unused and not cashed out by Employee at the time of termination of Employee's employment shall be treated in the same manner as sick leave upon termination for District's employees, as provided for in the District's Employee Handbook in effect at the time of Employee's termination of employment.

9. Mileage Reimbursement

Employee shall be reimbursed for actual mileage travelled in Employee's own automobile, for such meetings and other events outside of the District's main offices as District reasonably requires Employee to attend. Mileage for commuting to and from employee's residence to the District offices shall not be eligible for reimbursement. Reimbursement shall be at the IRS forced mileage rate then in effect. Employee shall maintain collision and liability insurance on any automobile Employee uses for any District business, at Employee's own expense, with coverage no less than \$100,000 per occurrence, \$300,000 per incident.

10. Retirement and Other Benefits

Employee shall be provided medical, dental, and vision benefits under District's medical and health insurance policies in effect as of the Effective Date, at District's expense, and as such medical and health insurance benefits may change through action of the District's Board of Directors, over the course of Employee's employment. In addition, Employee shall be provided with retirement benefit contributions covering both the employer and percentage of the employee cost in accordance with District Policy applicable to District's employees, at District's expense under District's PERS retirement plan participation, at the 2.5% at 55 rate in effect on the Effective Date, and as may be thereafter be amended or further defined by District's Board of Directors.

11. Expense Reimbursements

Employee may receive reimbursement for expenses incurred by Employee in the direct prosecution of the District's business, as may be approved by the District's Board of Directors. Such expenses may be reimbursed regularly as they are incurred, and submitted to the Board monthly for ratification, or otherwise processed in compliance with any policies or procedures the District's Board of Directors has adopted or may adopt, which are applicable to the General Manager. Employee shall be provided with a cellular phone reimbursement allowance in accordance with District Policy applicable to District's employees. In all cases, final approval of all such expenses rests with the District's President or Vice President.

12. Professional Development.

Employee shall be entitled to one (1) week of paid time off work annually, to pursue classes, seminars, or other professional development courses or training. Such courses or training shall be as selected by Employee, and approved in advance in writing by the District's Board of Directors. Prior to enrolling in any such training or courses, Employee shall secure approval of the District's Board of Directors of the course, its location, any travel, lodging, and tuition or course enrollment fee costs, which may be reasonably estimated, if not capable of being ascertained precisely at the time of consideration by the District's Board of Directors. Employee shall be responsible to schedule such courses or training at such times that Employee's duties and responsibilities are not unreasonably impacted.

13. Maternity Leave.

In the event Employee experiences pregnancy disability, and notwithstanding Section 4 above, Employee shall be entitled to up to six (6) weeks of paid maternity leave. Such maternity leave pay may be taken as full pay for six (6) weeks, or one-half pay for twelve (12) weeks, at Employee's option. Such maternity leave shall not disqualify Employee for any FMLA/CFRA leave Employee may otherwise qualify for arising out of any reason other than pregnancy within the applicable twelve (12) month period.

14. Integration

This Agreement contains the entire agreement between the District and Employee, and supersedes any and all prior negotiations, representations, or agreements, oral, written or otherwise. This Agreement may only be modified by an instrument in writing signed by both parties, and approved by District's Board of Directors.

15. Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by any other party shall not be deemed the waiver of that term, covenant, or condition, nor shall waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

16. Governing Law

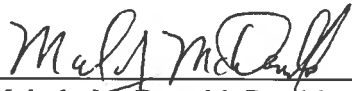
This Agreement is entered into, and is to be governed by, the laws of the State of California.

17. Severance

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

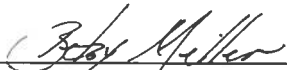
Dated: February 9, 2022

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: 

Melody McDonald, President
"District"

Dated: February 9, 2022



Betsy Miller
"Employee"

ATTACHMENT

Exhibit A Resolution No. 587

RESOLUTION NO. 604

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT SUPERSEDING RESOLUTIONS NO. 347, 441, 459 AND 493, 537, 544, 558, 573, 578 AND 587 DEFINING THE RESPONSIBILITIES AND AUTHORITY OF THE GENERAL MANAGER

WHEREAS, the General Manager (Manager) of the San Bernardino Valley Water Conservation District (“District”) is employed by the Board to serve as the Chief Executive of the District and is responsible for: implementing the decisions of the Board; determining and executing administrative policies through subordinate Managers; supervising the operations and staffing of the District as prescribed by the Board; managing all engineering, planning, design and inspection for construction activities; and supervising and controlling the administrative, operational and financial affairs of the District, including all administrative, executive and ministerial powers not specifically reserved by law for the Board of Directors, General Counsel or District Auditor.

NOW THEREFORE, BE IT RESOLVED that the responsibilities and authority of the Manager shall be as follows:

A. Director-Manager Relations. The Board of Directors will deal with the administrative services of the District only through the Manager. Neither the Board of Directors nor any Director will give orders or direct subordinates of the Manager. The Manager shall take his or her orders and instructions from the Board of Directors, and only in a duly held meeting of the Board of Directors, and no individual Director will give any orders or instructions to the Manager, except the officers of the District acting within the scope of their respective offices, Board committee chair authorized by the Board of Directors to so direct the General Manager on items within their purview or as otherwise permitted under provisions of the Board’s Policy Manual.

B. Authority Over Employees. The Manager will have the authority to control and give directions to all employees and to consultants. The Manager will also hire, remove, promote, and demote any and all employees of the District, consistent with the District’s Personnel Manual. The Manager will coordinate with District’s General Counsel and District Auditor, but General Counsel and District Auditor will be hired, supervised, or removed only by the Board of Directors.

C. Manager’s Power and Duties. The Manager is the administrative head of the San Bernardino Valley Water Conservation District, under policy direction and control of the Board of Directors. He or she is responsible for the administration of all the affairs of the District under his or her control. In addition to general administrative powers, the Manager’s powers and duties shall include, but not be limited to the following:

1. Employee Positions and Job Classifications. It shall be the duty of the Manager to propose District employee positions and job classifications, subject to approval or amendment by the Board of Directors.

2. Attendance at Board Meetings. It is the duty of the Manager to attend all regular and special meetings of the Board of Directors, unless excused. The Manager is expected to be available to respond to emergency situations outside of normal business hours, and it shall be understood that no overtime or compensatory time will be allowed for such service.

3. Financial Reports. It is the duty of the Manager to keep the Board of Directors fully advised as to the financial condition and needs of the District. The Manager shall be responsible for maintaining the District’s books of accounts, and will arrange to have said books audited at the end of each fiscal period by an independent auditor. It is the duty of the Manager to prepare the monthly accounting reports of the District’s revenues, expenditures, and comparisons of both to yearly budgets, for presentation to the Board in connection with the Board’s regular meetings.

4. Investments. It is the duty of the Manager to invest District reserves and fiduciary assets in accordance with the approved Statement of Investment Policy. The Manager

shall authorize and direct investment and changes to holding in the best interest of the District. Significant changes shall be reported to the Board at their next meeting. The Manager shall work with investment managers and advisors to seek the best possible use of District funds based on need for capital, cash flow and accordance with District Statement of Investment policy and applicable laws and regulations.

5. Budget. It is the duty of the Manager to prepare the annual budget and submit it to the Board of Directors no later than the Board's regular meeting in May of the fiscal year preceding the year for which the budget is prepared. The Manager shall contain expenditures to the limit of the budget unless otherwise directed by the Board, and shall utilize the system of accounting for expenditures. The Manager shall regularly review the status of the budget with the Board, and propose appropriate corrective action if revenues or expenditures vary materially from the approved budget.

6. Purchasing. It is the duty of the Manager to be responsible for the purchase of all supplies and equipment for the District. The General Manager's discretionary expenditure authority, without the requirement of prior Board of Directors' approval, is Thirty Thousand Dollars (\$30,000.00): for capital assets, professional services, maintenance, equipment vehicles and supplies subject to budget limitations. In cases of emergency, the General Manager may contract for construction work, services, or the purchase of materials without competitive bidding or prior Board approval. If possible, the General Manager will attempt to seek the concurrence of the Board President or Vice President prior to awarding any emergency contract. If the Board President and Vice-President are unavailable, the General Manager will attempt to seek the concurrence of another member of the Board of Directors. For purposes of this paragraph, "emergency" is defined as those circumstances requiring immediate work, services, equipment, materials, supplies, or construction to prevent the immediate interruption or cessation of necessary District services or to safeguard life, property or the public health and welfare. The General Manager must report on the award of any such contract for emergency work, services, or materials not later than the next meeting of the Board of Directors.

i) Any expenditure in excess of Thirty Thousand Dollars (\$30,000.00) shall be submitted to the Board of Directors for approval.

Except as may relate to emergency expenditures under subparagraph (ii) above, no such expenditures shall be made by the Manager unless consistent with the budget adopted for the fiscal year in which the expenditures are made. The Manager shall report to the Board of Directors an itemized listing of all expenditures, made pursuant to any of the authorizations stated above, in the monthly check register at each regular meeting of Board, specifying the amount, the payee, and the budget category of expenditure.

7. Public Complaints. It is the duty of the Manager to investigate all complaints concerning the administration and operations of the District and report his findings to the Board of Directors. In the event the complaint concerns the Manager, the manager shall immediately refer the complaint to the Board President and General Counsel.

8. Public Property. It is the duty of the Manager to exercise general supervision over all property belonging to the San Bernardino Valley Water Conservation District, including administrative offices, field offices, storage facilities, spreading grounds, preserve lands, and all other properties and facilities. The Manager shall regularly review the status, condition, capacity, and efficiency of the District's property, and shall report to the Board any recommendations for new facilities, maintenance or repair of existing facilities, upgrades or modifications, to same, and all other matter s pertaining to District property. It is the duty of the Manager to accept, on behalf of the District, easements, and other real property rights and interests required for performance of the District's legitimate functions. By way of this resolution, the manager is delegated the authority to execute the form of District's formal acceptances of all instruments, deeds, easements, conveyances, etc. whose transfer is otherwise approved by the Board.

9. Hours of Employment. It shall be the duty of the Manager to devote his or her, full time efforts to the duties of the office. Any outside employment shall be set out in the terms of the Employment Contract of the General Manager and approved by the Board of Directors. The Manager shall see that the office is open to the public regularly in accordance with

the posted hours or as needed, except in case of emergency, or as ordered the State or County Health Officials.

10. Payment of Bills. Salaries of employees of the District will be paid when due and paid without Board approval. All other bills will be paid with the ratification of the Board of Directors.

11. Preparations for Board Meetings. It is the duty of the Manager to see that notice of all meetings, agendas, and staff reports or other agenda-related materials are timely delivered to the individual members of the Board, to the District's General Counsel, and to all persons who have requested such notice in writing. The Manager will be responsible for providing the services of a recording secretary at all Board Meetings and he or she will supervise the preparation of the agenda, minutes and resolutions of all regular and special meetings.

12. Correspondence. It is the duty of the Manager to reply to all correspondence to the District, except letters addressed to the Board of Directors requiring a Board President or Vice-President's signature, unless such authority is delegated to the Manager. The Manager will keep the members of the Board of Directors informed by furnishing copies or memoranda of appropriate replies or notices.

13. Reports to the Board.

i) It is the duty of the Manager to provide a monthly report of District and Managers activities at the regular Board Meetings.

ii) It is the duty of the Manager to prepare such reports or information as is required by approved agreements or plans, to which the District is a party, as to water conservation and water spreading operations of the District, including daily flow reports, water rights license filings, and similar information.

iii) It is the duty of the Manager to oversee the planning, data collection, compilation and calculations for the District's Annual Engineering Investigation, Report prepared in connection with the District's annual Groundwater Charge, and to provide revenue and expense reports as well as a proposed budget and backup for a full accounting of the charge collection, application, and justification of any rate adjustment activities in connection with the Groundwater Charge.

14. Filing. It is the duty of the Manager to see that the District's files are kept up to date.

15. Committee Meetings. It is the duty of the Manager to attend all Board of Directors' committee meetings, unless otherwise instructed or excused.

16. Urgent Issues. It is the duty of the Manager to call to the attention of the President urgent problems or situations not under the authority of the Manager, which must be resolved prior to the next regular Board meeting and assist as appropriate with resolution such issues.

17. News and Social Media. It is the duty of the Manager to prepare and dispense such press releases and posts to social media outlets as may be directed by the Board, are constant with the outreach plan, or as Manager in his or her discretion determines is in the best interest of the District and that depict the activities of the District.

18. District's Website. It is the duty of the Manager to ensure that the District's website contains current and relevant information about District activities consistent with the District's Communications Plan and legal posting requirements.

19. Response to Pending Legislation or Policy Matters. The General Manager may, from time to time, communicate District responses to proposed statutes, regulations, or other legislative or quasi-legislative acts, or other items of policy facing or affecting the District or its operations, when such acts directly impact the District and its functions. Communications shall conform to the District Strategic Plan, Legislative Platform, and Annual Board Priorities. If there is any question about the position of the District and to the extent of the response without sufficient time for the General Manager to consult the Board President or Vice-President, or Board of

Directors, the General Manager may respond to the legislative or quasi-legislative body considering them, or the persons, institutions, corporations, or agency or agencies implicated in the policy matter, on District letterhead, consistent with what the General Manager perceives to be in the District's best interest. No such response shall reflect that the General Manager's position is the position of the Board of Directors unless the Board of Directors has so authorized the General Manager. In the event the General Manager undertakes to comment on such acts in the manner provided herein, a copy of any and all communications so made shall be provided to the Board of Directors at its next regularly scheduled meeting.

20. Additional Duties. It is the duty of the Manager to perform such other duties and exercise such other powers as may be delegated to him or her from time to time by resolution or other action of the Board of Directors.

D. Removal of Manager. The removal of the Manager shall be only upon a vote by a majority of the then-sitting members of the Board, taken at a meeting held in compliance with Government Code Sections 54950 et seq.

E. Title of General Manager. The Manager is authorized to use the title "General Manager and Board Secretary" of the San Bernardino Valley Water Conservation District.

F. Reimbursement for Expenses. The Manager will be reimbursed for all reasonable sums incurred by him or her in the performance of his or her duties, in a manner consistent with, and following the same procedures specified for, reimbursement of Directors in the Board Policy Manual. Reimbursement will be made when an itemized expense report is approved by the President or Vice President of the Board. The District will reimburse the Manager for the use of his or her personal automobile at the established rate per mile while on District business.

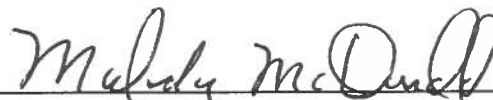
PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the San Bernardino Valley Water Conservation District this 9th day of November, 2022, by the following vote:

YES: McDonald, Corneille, Raley, Longville, Stewart

NO:

ABSTAIN:

ABSENT:



Melody McDonald
President

ATTEST:



Betsy Miller
General Manager/Board Secretary