

TO: BOARD OF DIRECTORS
FROM: MICHAEL S. LEBRUN *ML*
GENERAL MANAGER
DATE: DECEMBER 17, 2015

AGENDA ITEM
2
DECEMBER 18, 2015

**CONTRACT APPOINTING MARIO IGLESIAS AS
DISTRICT GENERAL MANAGER**

ITEM

Consider contract appointing Mario Iglesias District General Manager [RECOMMEND APPROVE CONTRACT]

BACKGROUND

On September 9, 2015, your Board accepted the General Manager's resignation and formed an Ad Hoc Committee to lead the recruitment process. Directors Gaddis and Eby were assigned to the Ad Hoc and tasked with working with staff to commence recruitment for a new General Manager. The Ad Hoc was directed to bring 2-4 qualified candidates back to your Board for interview and selection.

At your September 30, 2015 Regular Meeting, your Board approved an updated Job Description and a starting salary statement. The District advertised the open position during the month of October. Numerous applications were received and considered by the Committee and Management Team. Six applicants were invited to interview with the Committee and Management Team.

Interviews were conducted on November 20th and 23rd. Following these interviews, the Ad Hoc Committee recommended two candidates, whose experience and interview conduct put them well above the others, for consideration by your Board.

On December 9, your Board interviewed the two finalists and gave direction to President Armstrong to meet with Mr. Iglesias and negotiate a contract.

Mr. Iglesias has agreed to the appointment as District General Manager pursuant to the terms and conditions of the attached Contract.

RECOMMENDATION

By motion and roll call vote, approve attached contract approving Mario Iglesias as District General Manager effective January 11, 2016, and authorized the Board President to sign the Contract on behalf of the Nipomo Community Services District Board of Directors.

ATTACHMENT

- A. Proposed General Manager Contract

December 18, 2015

ITEM 2

ATTACHMENT A

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

Attachments:

Exhibit "A" - General Manager Job Description

THIS CONTRACT, is made and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and Mario Iglesias (herein also referred to as "General Manager" or "Iglesias"), with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et seq., of the California Government Code.

B. District desires to enter into an employment relationship with Mario Iglesias as General Manager of the District;

C. Mario Iglesias desires to enter into an employment relationship as General Manager of the District.

D. It is the purpose of this Contract to define the employment relationship of Mario Iglesias and the District during the terms of this Contract. All references to General Manager in this Contract refer to Mario Iglesias.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - EMPLOYMENT OF GENERAL MANAGER

District hereby agrees to employ Mario Iglesias as District General Manager and Secretary to the Board of Directors (collectively "General Manager").

SECTION 2 - DUTIES

A. The duties of the General Manager are generally described in Exhibit "A", attached hereto and incorporated herein by this reference, and Government Code Section 61051 which provides as follows:

The General Manager shall be responsible for all of the following:

(a) The implementation of the policies established by the board of directors for the operation of the district.

(b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.

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- (c) The supervision of the district's facilities and services.
- (d) The supervision of the district's finances.

B. The General Manager shall also act as the Secretary to the Board of Directors and shall be responsible for:

- (a) Maintaining accurate records of the proceedings of the Board of Directors.
- (b) Maintaining a book of District Ordinances or Codes with his/her attestation.
- (c) Maintaining District records including original Ordinances, Resolutions and Contracts and attest to the originals and true and correct copies of the same.
- (d) Administering Oaths or Affirmations and certifying affidavits and depositions pertaining to District affairs and business which may be used in any court or proceeding in the State.

The General Manager may deputize other District employees to perform the duties in sub-paragraph (a) above and deputize the Finance Director/Assistant General Manager to perform the duties referenced in paragraphs (b), (c) and (d) above in the absence of the General Manager

C. Iglesias agrees to perform the functions and duties specified in Subsections A. and B. above, in Government Code Section 61051 and the duties described in the District's General Manager job description attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as the District Board of Directors shall from time to time assign without additional compensation.

D. Both parties acknowledge that specific duties of the position may vary from time to time.

SECTION 3 - TERM

Subject to paragraph C below and Subsection 14, Paragraph C, and the approval by the Board of Directors, this Contract shall take effect on January 11, 2016, ("Effective Date"), and shall remain in effect until terminated as provided in the following provisions:

A Nothing in this Contract shall prevent, limit or otherwise interfere with the right of District to terminate the services of General Manager at any time, subject only to the provisions set forth in Section 4, paragraphs A, B and C of this Contract.

B Nothing in this Contract shall prevent, limit or otherwise interfere with the

**NIPOMO COMMUNITY SERVICES DISTRICT
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right of General Manager to resign at any time from his/her position with District, subject only to the provisions set forth in Section 4, paragraph D, of this Contract.

C Prior to the Effective Date, and as a condition of employment, General Manager shall:

1. Successfully complete and pass a physician's examination and a drug test as referenced in District Employee Handbook, Policy 2014.
2. Successfully complete background and credit checks;
3. Provide confirmation of PERS eligibility, if applicable.

SECTION 4 - TERMINATION AND SEVERANCE PAY

A General Manager understands and expressly agrees that he/she has no constitutionally protected property right or interest in his/her employment as General Manager.

B The General Manager shall serve at the will and pleasure of the District Board of Directors, and may be terminated without cause.

(1) In the event the General Manager is terminated without cause on or before the three hundred sixty-fifth (365th) day from the Effective Date, the General Manager shall receive a lump sum cash payment ("Severance Pay") equal to three (3) months base salary. In addition to Severance Pay, District shall pay General Manager for his/her accrued but unused vacation time, but not sick leave nor administrative leave, if any. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

(2) In the event the General Manager is terminated without cause from and after the three hundred sixty-fifth (365th) day from the Effective Date, the General Manager shall receive a lump sum cash payment ("Severance Pay") equal to five (5) months base salary. In addition to Severance Pay, District shall pay General Manager for his/her accrued but unused vacation time, but not sick leave nor administrative leave, if any. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

C In the event General Manager is terminated for good cause, the General Manager shall be entitled only to salary earned, but not paid as of the date of termination; and payment for any accrued vacation, but not sick leave or administrative leave, if any. Additionally, the General Manager would receive any benefits that are lawfully required to be continued for the duration required by law. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

**NIPOMO COMMUNITY SERVICES DISTRICT
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- (1) Any material breach by the General Manager of any term or provision of this Contract;
- (2) General Manager's failure to perform his/her duties in a professional and responsible manner consistent with generally accepted standards of the profession;
- (3) General Manager's misfeasance;
- (4) General Manager's malfeasance;
- (5) Conduct unbecoming the position of General Manager or likely to bring discredit or embarrassment to District;
- (6) Insobriety while representing the District;
- (7) Conviction of a misdemeanor involving moral turpitude;
- (8) Conviction of a felony;
- (9) Engaging in illegal business practices in connection with the District's business;
- (10) Misappropriation of the District's assets;
- (11) Excessive unexcused absences of the General Manager from his/her employment during usual working hours; or
- (12) Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.

D. In the event General Manager voluntarily resigns his/her position with District, General Manager shall give District forty-five (45) calendar days written notice in advance, unless the parties otherwise agree in writing. In the event General Manager voluntarily resigns his/her position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the date of resignation, and payment for any accrued vacation.

E. If this Contract is terminated by District for cause pursuant to paragraph C above and it is later determined that the termination was wrongful, such termination automatically shall be converted and treated as a Termination Without Cause under Section 4B above, and the General Manager shall be entitled to receive only amounts payable as referenced in Section 4B above.

SECTION 5 - SALARY

- A. District agrees to pay the General Manager for his/her services rendered pursuant hereto an annual salary of one hundred and fifty thousand dollars (\$150,000.00) payable in equal installments at the same time as other employees of the District are paid. The annual salary shall be subject to normal withholdings with respect to amounts paid.
- B. District will consider adjustments in compensation based upon performance and/or any significant changes in duties and responsibilities.
- C. The District Board of Directors may increase the compensation provisions of this Contract without amending this Contract.

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SECTION 6 - HOURS OF WORK

The General Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have set hours of work as the General Manager is expected to be available at all times.

SECTION 7 - PERFORMANCE REVIEW

A. During the first twelve (12) months of employment, the General Manager and District shall participate in a minimum of two (2) performance reviews (evaluations) as follows:

1. On or before the sixth (6th) month from the Effective Date; and
2. On or before the eleventh (11th) month from the Effective Date.

B. From and after the evaluations referenced in paragraph A(2) above, the General Manager shall receive an annual performance review no later than the end of January of each succeeding year.

C. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

SECTION 8 - OUTSIDE PROFESSIONAL ACTIVITIES

General Manager, with prior written approval of the District Board of Directors, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall such outside activities create a conflict of interest with the duties of General Manager and the interests of District.

SECTION 9 - PROFESSIONAL DEVELOPMENT

A. As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, District shall consider requests for funds for certain items, activities and materials deemed necessary and desirable for the General Manager's continued professional development, participation, growth and advancement. Those items, activities and materials may include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;
3. Other items, activities and materials, as shall be agreed upon from

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time to time between General Manager and Board President.

B. Expenditures for items in this Section shall be within the District's budgeted amounts for the appropriate category unless otherwise pre-approved by Board President. All books, subscriptions and other items obtained pursuant to paragraph A above shall be in the name of the District and at all times shall remain the exclusive property of the District.

C. General Manager shall receive prior Board approval for travel and subsistence expenses to courses, conferences, and seminars conducted outside the State of California.

SECTION 10 - BENEFITS

A. Subject to District Resolution 2005-959, District agrees to provide health, dental and vision insurance for the General Manager at the same rate as other District employees.

B. General Manager may elect to participate in District's 457 Deferred Compensation Plan.

C. District agrees to pay employer portion of the PERS contribution based on the current PERS Retirement Plan. If the District Board of Director's amends the Retirement Plan for existing employees, then the amended plan shall apply to the General Manager.

D. District agrees to pay up to a maximum of \$10,000 for Iglesias to relocate to the Nipomo area. Allowable expenses include cost of moving personal belongings to Nipomo area, mileage reimbursement for one trip from current residence to Nipomo area, and temporary living accommodations in the Nipomo area.

E. General Manager shall submit an expense claim form on a monthly basis for expenses referenced in paragraph D above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 11 – CELL PHONE REIMBURSEMENT

General Manager shall be reimbursed monthly at the rate of \$65.00 per month for maintaining a working cell phone, provided that said cell phone facilitates "24-7" District employee access to the General Manager.

SECTION 12 - LEAVES

A. Vacations:

1. Paid vacations shall accrue at the rate of 1 and 1/4th of a working day per month of paid employment (15 days/year).

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2. The General Manager shall not take accrued vacation days until after the fifth (5th) month of employment.

3. The General Manager shall not carry over more than one hundred twenty (120) hours of vacation leave per calendar year. Once the maximum vacation accrual is reached, (120 hours) vacation time will no longer be accumulated. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.

4. General Manager shall not schedule more than two (2) weeks of vacation (fourteen (14) successive calendar days) during any thirty (30) day period without prior approval of the Board President.

5. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management.

B. Sick Leave: Commencing on the Effective Date of employment, General Manager shall accrue, and have credited to his/her personal account, sick leave at the rate of one (1) working day per month cumulative to a maximum accrual of one hundred eighty (180) working days.

C. Holidays: Subject to job constraints, the General Manager may take the following days as holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday in November immediately following the day designated as Thanksgiving Day, the four (4) regularly scheduled District hours immediately preceding the day designated as Christmas Day, Christmas Day, and the four (4) regularly scheduled District hours immediately preceding the day designated as New Year's Day. The General Manager is not entitled to the floating holiday.

D. Bereavement Leave: The General Manager may use accumulated vacation time and administrative leave for Bereavement Leave.

E. Administrative Leave: The General Manager shall be entitled to five (5) administrative leave days with pay per year. Administrative leave cannot be accumulated or carried over one calendar year to the next. Administrative leave shall not be scheduled when it would leave the District without appropriate management.

SECTION 13 - AUTOMOBILE

A. For District related uses the District shall make available an automobile/vehicle for the General Manager.

B. When the District's automobile/vehicle is not available the General Manager shall be reimbursed for the use of General Manager's personal vehicle at the prevailing IRS per diem mileage rate for mileage incurred in performing services for the benefit of the District excluding travel to and from work.

C. General Manager shall submit an expense claim form on a monthly

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basis for expenses referenced in paragraph B above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 14 - AUTOMOBILE INSURANCE

A. General Manager shall procure and maintain motor vehicle liability insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than five-hundred thousand dollars (\$500,000) per accident.

B. The automobile insurance policy shall be endorsed to include the District, its officers, directors, employees and agents as Additional Insureds.

C. Prior to commencing work under this Contract, General Manager shall provide District with a Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

SECTION 15 - OTHER CONDITIONS OF EMPLOYMENT

The District may set other terms and conditions of employment as it may determine from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 16 - JURY DUTY

The District General Manager will receive full pay and benefits while serving on a trial jury. Any court derived compensation for such Jury Duty (except travel pay) shall be returned to the District.

SECTION 17 - NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326

**NIPOMO COMMUNITY SERVICES DISTRICT
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Attn: President of the Board of Directors

2. Mario Iglesias

- Information will be appended following relocation -

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 18 - INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5), the District shall defend and indemnify the General Manager against any and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 19 - GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in a situation which is inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid; and (b) payment for any accrued vacation. General Manager's heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

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D. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.

E. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign this Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

J. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

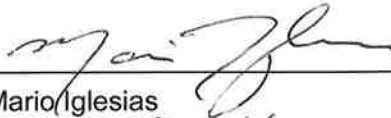
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**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

GENERAL MANAGER

DISTRICT



Mario Iglesias
DATE: 12-16, 2015

Craig Armstrong, President
DATE: _____, 2015

APPROVED AS TO FORM:

Michael Seitz
District Legal Counsel

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION: General Manager

FLSA STATUS: Exempt

REPORTS TO: Board of Directors

1. DEFINITION AND SUMMARY OF DUTIES

Under policy direction of the Board of Directors, plans, organizes, directs and coordinates all District functions and activities related to the production and distribution of potable water and the collection, treatment and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organization and District staff; acts as Secretary to the Board of Directors; acts as District Financial Officer; performs related work as directed by the Board. This position has full-time management status, and is Fair Labor Standards Act exempt.

The General Manager is the Chief Executive Officer of the District, serving at the pleasure of and accountable to the Board of Directors for all staff, functions, and activities within policy guidance and applicable state and federal laws and regulations. The General Manager is the principal administrative person in overall charge of the District and its personnel. The incumbent is in a position of trust and confidence and serves as the District appointing and disciplinary authority for all employees of the District. The General Manager provides the Board of Directors with advice, recommendations, analysis of financial impacts and consultation on all matters related to the requirements of the District.

2. ESSENTIAL DUTIES AND RESPONSIBILITIES

- a) Plans, organizes, coordinates and administers, either directly or through subordinate directors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- b) Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; implements administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- c) Directs and coordinates the preparation and administration of the District annual budget; reviews and evaluates current programs, anticipates future needs, and formulates long-range financial goals of the District; reviews all District expenditures; provides financial management for the District.
- d) Acts as staff for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.
- e) Serves as principal Staff at Board Meetings, takes Board direction, implements Board policy.
- f) Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met.
- g) Represents the Board and the District in contacts with governmental agencies, community groups and various businesses, professional and legislative organizations, District customers; and the media.
- h) Directs and coordinates preparation of rate schedules for the resale of water delivered to customers and other agencies; directs and coordinates preparation of rate schedules for the collection, treatment, storage and disposal of waste water.

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NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION: General Manager

FLSA STATUS: Exempt

REPORTS TO: Board of Directors

- i) Consults with legal counsel concerning matters of litigation, contracts and District operations; monitors legislation on the state, federal and local level; directs and coordinates changes required by new legislation.
- j) Leads staff; interviews and selects top management staff; reviews and approves staff training programs; recommends changes in organizational structure and position classification; evaluates the performance of subordinate directors; has authority to hire, discipline, and discharge employees, approves or disapproves merit salary increases; adjusts employee grievances within limits of delegated authority; delegates authority and holds subordinate directors and managers accountable for the efficient administration of their divisions or sections; provides guidance and direction to subordinate directors, managers and staff regarding human resources policies and procedures.
- k) Plans and directs the selection, training, assignment, supervision, and evaluation of employees; plans and directs District employees in areas of financial and program management.
- l) Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- m) Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; signs and accepts development plans and specifications for conformance with District standards on behalf of the District.
- n) Establishes and maintains effective communication and working relationships with related County departments and key officials of state, federal and local agencies. Coordinates planning and other activities of the District with those of other public agencies.
- o) Coordinates preparation and release to the media of information related to the programs and services of the District. Acts as spokesperson for the District on all matters.
- p) Meets with citizen groups, advisory bodies and others concerned with District programs and activities; represents the District and speaks before public bodies, groups, organizations and the public on matters pertaining to District programs and activities; attends conferences and seminars to keep informed of new developments and technologies.
- q) Interfaces with District customers and resolves service related issues and complaints.
- r) Directs the maintenance of District records and documents.

3. QUALIFICATIONS

This position requires knowledge and proficiency in the following:

- a) Administrative principles and practices, including goal setting, program development, implementation and evaluation, and supervision of employees.
- b) Principles, practices and procedures of public administration in a special district setting including Brown Act compliance, Special District law, and Proposition 218.
- c) Functions, authority, responsibilities and limitations of an elected Board of Directors.
- d) Principles and practices of potable water production, treatment and distribution.
- e) Principles and practices of wastewater treatment and disposal.
- f) Applicable legal guidelines and standards effecting special district administration and operation.
- g) Techniques for effectively communicating with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION: General Manager

FLSA STATUS: Exempt

REPORTS TO: Board of Directors

4. ESSENTIAL ABILITIES

Ability to:

- a) Plan, organize, and coordinate the activities of the District.
- b) Work cooperatively with the elected Board of Directors to implement the policies set by the Board of Directors.
- c) Serve as technical advisor to Board of Directors, and the general public on water resources and sanitation issues.
- d) Develop and implement goals, objectives, policies, procedures, work standards and internal controls.
- e) Develop and administer an annual budget.
- f) Supervise and control the expenditure of funds and resources of the District.
- g) Provide excellent staff leadership. Effectively interview, select, train, supervise and evaluate subordinate directors, managers and staff.
- h) Establish and maintain harmonious working relationships with subordinates, representatives of county departments, other public agencies, private contractors, engineers, and the general public.
- i) Interpret, apply and explain complex laws, codes and regulations.
- j) Prepare and direct the preparation of simple, concise comprehensive written reports and oral presentations containing alternate solutions and recommendations regarding specific resources, plans and policies.
- k) Use initiative and independent judgment within general policy guidelines.
- l) Exercise initiative, ingenuity, and sound judgment in solving difficult administrative, economic, technical, and personnel problems.
- m) Evaluate District policies and procedures; define problem areas, and direct the implementation of policy decisions and practices to improve operations
- n) Make public presentations and conduct public hearings.
- o) Analyze and review draft staff reports and recommendations, and give constructive criticism.
- p) Use tact, discretion and prudence in dealing with those contacted in the course of the work including Board members, management team, employees, and members of the public.
- q) Work effectively and cooperatively with staff and a wide variety of customers and other individuals in person and over the telephone.
- r) Exercise sound independent judgment within established policy and procedural guidelines.
- s) Understand the necessity for and maintain confidentiality of information where necessary.

5. PHYSICAL REQUIREMENTS

With or without reasonable accommodation:

- a) Ability to read printed materials and a computer screen.
- b) Ability to type on a keyboard and use a mouse for extended periods of time.
- c) Ability to use a computer and software to access, record and convey information in a variety of formats.

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POSITION: General Manager

FLSA STATUS: Exempt

REPORTS TO: Board of Directors

- d) Ability to interact in person and on the telephone, relaying information verbally.
- e) Ability to communicate clearly, concisely and effectively, both orally and in writing with a variety of people.
- f) Ability to maintain, regular, predictable, punctual attendance in person.
- g) Ability to compete and analyze information and financial material.
- h) Ability to drive to designated locations within and outside the District to inspect facilities or attend meetings.
- i) Mobility to work in a standard office environment and use standard office equipment.
- j) Ability to grasp, lift and move files, binders, boxes and other collections of documents (which can total up to 40 pounds).
- k) Ability to inspect District facilities in the field.
- l) Ability to attend meetings in person outside of normal working hours.
- m) Ability to oversee meetings and coordinate the actions of many people.
- n) Ability to travel to necessary locations to perform work tasks and participate in meetings.

6. EDUCATION AND EXPERIENCE

- a) Extensive knowledge of: public agency administration, personnel management, the principles and practices of water, wastewater and water resources management; the political attitudes and concerns surrounding water and wastewater services, control and utilization.
- b) Thorough knowledge of: laws, regulations and legal opinions relating to District administration, water rights, water supply and transmission activities, water quality, wastewater; infrastructure financing, sanitation systems, and; the principles and practices of public works administration and organization including personnel and fiscal management; and a working knowledge of budgetary practices and procedures; English syntax and grammar.
- c) Any combination of education and training which would provide the opportunity to acquire the knowledge and abilities listed. Graduation from an accredited college or university with a degree in public administration, business administration, engineering, law or a closely related field and seven (7) years' experience in administration and management positions with public agencies, with increasing levels of responsibility.

7. LICENSES

- a) Must possess a valid California Class C driver's license and have a satisfactory driving record.
- b) Must be bondable by District's fidelity bond insurer.

**JOB DESCRIPTION
NIPOMO COMMUNITY SERVICES DISTRICT**

POSITION: General Manager

FLSA STATUS: Exempt

REPORTS TO: Board of Directors

ACKNOWLEDGEMENT:

By signing below, I acknowledge all of the following:

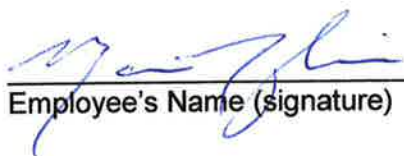
I have reviewed the above Job Description, and I understand it to be accurate and complete. I understand that the Board of Directors retains the right to assign me other tasks as necessary. I also understand that the Board of Directors has the right to change this Job Description and my assigned job duties at any time.

If, at any time, I am unable to perform any of the assigned job duties or need any accommodation for medical reasons, I will alert the Board President or his/her designee and will participate in an interactive process regarding possible workplace accommodations.

I understand that I am an exempt employee and may be required to work in excess of 40 hours per week without overtime compensation and am required to report to duty in cases of disaster response.

Mario Iglesias

Employee's Name (print)



Employee's Name (signature)

12-16-15

Date

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