

TO: BOARD OF DIRECTOR

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER



**AGENDA ITEM
D-3
JUNE 28, 2017**

DATE: JUNE 22, 2017

**APPROVE TASK ORDER FOR
RAUCH COMMUNICATIONS CONSULTANTS INC.
TO UPDATE NIPOMO CSD 2014 STRATEGIC PLAN**

ITEM

Approve Task Order for services provided by Rauch Communications Consultants Inc. to update Nipomo Community Services District's 2014 Strategic Plan [RECOMMEND APPROVE]

BACKGROUND

The Nipomo Community Services District ("District") has valued the strategic plan process since 2006 when it first began to formalize an effort for increased community engagement. The Board first adopted a formal strategic plan in July 2009 and updated the plan in 2010 and 2011.

In October 2013, your Board approved a contract with Rauch Communications to develop an updated strategic plan ("Plan") for the District. After extensive effort your Board adopted the Plan at your March 26, 2014 Regular Board Meeting. Since that time, staff has been focused on addressing the Highest Priority Issues identified in the Plan and achieving the underlying Goals and Objectives that support the resolution of these issues.

As part of the Plan, a list of actions were compiled that identify staff members responsible for completing particular actions, the timing for when the action was to begin and its status as of the date of publication. As stated in the Plan, "The staff work plan is a linked series of actions developed by staff that, when accomplished, will meet the mission, vision, goals and objectives identified by the Board of Directors." Many of the action items in the staff work plan that support your Board's goals and objectives have been completed. It would be appropriate to update the Plan and tailor it to the current environment to assure staff continues to have your Board's clear direction for meeting the District's mission, vision, goals and objectives.

FISCAL IMPACT

Cost for updating the District's strategic plan is included in the District's approved 2017-2018 budget.

STRATEGIC PLAN

Goal 6. GOVERNANCE AND ADMINISTRATION. Conduct District activities in an efficient, equitable and cost-effective manner.

RECOMMENDATION

Staff recommends your Board approve Task Order 17-001 for Rauch Communications Consultants Inc., to conduct the 2017 strategic plan update.

ATTACHMENT

- A. Rauch Communications Consultants Inc. Proposal
- B. Request for Services Task Order 17-001

t:\board matters\board meetings\board letter\2017\170628 rauch strategic plan update.docx

June 28, 2017

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ATTACHMENT A

DATE: June 23, 2015

NO OF PAGES: 3

TO: Mario Iglesias, General Manager

FROM: Martin Rauch

RE: Proposal to Facilitate Update of the Strategic Plan

Thank you for the opportunity of offering this proposal to assist the Board and staff of Nipomo Community Services District in the update of its Strategic Plan.

An Updated Five-Year Strategic Plan

Research, Interviews and Preparation. Preparation for the strategic plan involves the following steps.

- Review pertinent documents to obtain an updated overview of the District: Agenda packets, budget, reports, and other documents recommended by the Manager.
- Interview each Director individually as well as the General Manager and his management team. The goal is to kick start thinking on the strategic plan direction and begin to uncover the key challenges, opportunities and issues facing the District as perceived by individual directors and the Manager. This gives each person an opportunity to comment confidentially in advance so that the facilitator can plan a more effective and time-efficient workshop. An option is provided in the cost estimate for additional interviews, such as line staff, leaders of peer agencies, legal counsel, long-time engineering consultants and potentially others.
- Distribute existing plan for Board Review

Workshop. The goal of the workshop is to obtain updated policy direction on key issues in a single ½ day workshop. It is proposed to include the following activities. These may be modified as we learn more and understand current District needs.

- **REVIEW EXISTING STRATEGIC PLAN.** Provide a brief report on strategic plan highlights on what was achieved, what not, and provide any explanation that would be useful for participants to hear to help them participate in the strategic planning process.
- **CONDUCT A GROUP EXERCISE TO DEVELOP A LIST OF MAJOR CHALLENGES, OPPORTUNITIES, AND ISSUES FACING THE DISTRICT IN THE COMING YEARS.** Discuss, evaluate and provide Board direction on key issues. These could range widely: outreach, financial, facilities, operations, water supply, and regulatory, etc.
- **DEPENDING ON THE AVAILABLE TIME, IDENTIFY WHERE EACH CHALLENGE, OPPORTUNITY OR ISSUE THAT WAS JUST DISCUSSED FITS INTO THE GOALS/ OBJECTIVES.** Clarify what changes the Board wants to see in the strategic direction. Staff and the facilitator will amend any remaining goals/objectives and provide them to the Board for review.

- VISION EXERCISE. Conduct a group exercise that prompts each participant to outline a vision for the future for group discussion. The results of this discussion will help inform the updating of goals and objectives and setting of priorities.
- SETTING PRIORITIES. An initial pass will be made at identifying the highest priority challenges, opportunities, issues, goals and objectives. Staff and the Facilitator will incorporate this into the draft update of the strategic plan.

Prepare the Plan. Staff and the facilitator will update, delete, edit and add to the goals and objectives based on the Board feedback during the workshop, completing a draft strategic plan. This proposal includes developing a descriptive implementation plan as discussed. I can provide an example if desired.

Review, Report, Amend and Adopt. This proposal assumes staff will present the final plan to the Board for cost saving purposes. The Board should set aside an hour or so at a Board meeting to review, amend, and adopt the strategic plan as presented by the manager. An option is provided in the cost estimate for the consultant to present the report onsite.

Timing

Dates are being reviewed now to initiate the process near the end of August. Completing and approving the plan in November or December is a reasonable timeline but it can be adjusted if necessary.

We are prepared to work with your Board, staff and public in a process that is proven, yet adapted directly to the needs of your district. We look forward to having the opportunity of working with you on this important project.

Total Estimated Cost

We propose to do the following: conduct and summarize confidential interviews; research, prepare for and conduct a board workshop; assimilate the results of the workshop, prepare the strategic planning report and review with staff; present to the Board; make final edits and complete the report; assist with development of a descriptive implementation plan, and provide coordination and support. This is a not to exceed time and material estimate, with the consulting fee not to exceed \$12,450.

Basic material expenses, including, travel expense, office printing and sales tax if any are additional, and passed on at cost.

Sincerely,



Martin Rauch

Cost Estimate

ACTIONS	Consult	Admin.	Optional
Strategic Plan	HOURS/\$	HOURS/\$	
Coordination and Support	4		
Step 1. Research Prepare for, Conduct and Summarize Confidential Interviews by phone (8 total)	14		
Step 2. Prepare for and Conduct ½ day Board Workshop and assimilate the results	16		
Step 4. Prepare report and coordinate review with staff, make final edits and complete	16		
Step 5. Assist staff to develop a descriptive implementation plan	4		
ADMINISTRATIVE – TYPING, ETC.		4	
OPTIONAL ACTIONS			
Additional interviews @ 1.75 hours per to conduct and summarize			
Present Final Report to the Board onsite			6
SUBTOTAL HOURS	54	4	
SUBTOTALS	\$12,150	\$300	
TOTAL	\$12,450		

Cost Details. This is a fixed cost proposal. No out-of-scope work will be undertaken without prior written approval from the Agency. Out-of-scope work includes additional new tasks, or extra work on existing tasks, which is requested for reasons beyond RCC's control. We will not exceed the estimated costs without receiving approval from the client in advance. Rauch Communication Consultants rate strategic planning and management consulting is \$225 per hour. Public outreach rate for senior consultants is \$175 per hour. Associate consultants \$115 per hour, graphic designers \$105 per hour, accessibility specialist \$85 per hour, media and writing specialist \$50 per hour, and administrative assistance \$70 per hour. For meetings involving travel, the minimum charge is four hours.

TRAVEL: For meetings involving travel over one hour, the minimum charge is four hours.

EXPENSES: We do not mark up on expenses. Actual travel costs, sales tax, any photos expenses, and printing will be charged. Car mileage the current IRS mileage charge or the rental car rate.

June 28, 2017

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ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT
Between
NIPOMO COMMUNITY SERVICES DISTRICT
AND
RAUCH COMMUNICATIONS CONSULTANTS INC.

“REQUEST FOR SERVICES – TASK ORDER # 17-001

AUTHORIZATION FOR SERVICES:

At the request of the Nipomo Community Services District, Rauch Communications Consultants Inc. is to provide professional services assistance to the Board of Directors and staff of the District as noted hereafter. The terms and conditions of the Agreement for Professional Services, dated March 12, 2014, are incorporated herein by this reference. The scope of services requested along with the schedule and fees for said services are set forth below as follows:

SCOPE OF SERVICES REQUESTED (Additional information may be attached as an Exhibit.):

Perform a strategic plan update workshop as outlined in the June 23, 2017 proposal from Rauch Communications Consultants Inc.

TIME FOR PERFORMANCE (Additional information may be attached as an Exhibit.):

The project is expected to take approximately 5 days as outlined in the attached proposal.

PROFESSIONAL SERVICES FEES:

Time and Materials as set forth in proposal with a not to exceed expenditure limit of \$12,450. Travel and Expenses: Basic material expenses, including, travel expense (transportation and lodging), office printing and sales tax are additional and passed on at cost. Car mileage is at the IRS California rate of \$.54 per mile or rental car rate.

NIPOMO CSD

**RAUCH COMMUNICATIONS
CONSULTANTS INC.**

Approved By: Mario
Title: General Manager
Date: _____, 2017

Approved By: Martin Rauch
Title: Principal
Date: _____, 2017

TO: BOARD OF DIRECTOR

REVIEWED: MARIO IGLESIAS
GENERAL MANAGER



FROM: LISA BOGNUDA
FINANCE DIRECTOR

DATE: JUNE 21, 2017

**AGENDA ITEM
D-4
JUNE 28, 2017**

**APPROVE AMENDED CONTRACT WITH
DISTRICT GENERAL MANAGER**

ITEM

Approve amended contract with General Manager [RECOMMEND APPROVE]

BACKGROUND

On June 14, 2017, your Board concluded an evaluation of General Manager giving an overall evaluation score of 4.5 were a 5.0 equates to "Outstanding" and a 4.0 equates to "Exceeds Expectations". Your Board agreed to retain the General Manager.

Today your Board will consider a contract amendment to increase the General Manager's salary by 2.0%.

No other substantive changes to the contract are proposed. The draft amended contract is provided with edits in strike-out/underline.

FISCAL IMPACT

Compensation of the General Manager is included in the District's approved 2017-2018 budget.

STRATEGIC PLAN

Goal 3 – PERSONNEL AND ORGANIZATION. Maintain a qualified, long-term and productive workforce to assure an effective organization.

RECOMMENDATION

By motion and roll call vote, approve amended contract with General Manager.

ATTACHMENT

- A. Draft amended contract

June 28, 2017

ITEM D-4

ATTACHMENT A

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

Attachments:

Exhibit "A" - General Manager Job Description

THIS AMENDED 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~~ continue its employment relationship with Mario Iglesias as General Manager of the District;

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

D. It is the purpose of this Amended 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 continue employing 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

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established by the board of directors.

- (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~~ July 1, 2017, ("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.

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

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Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

- (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 effective 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)~~ one hundred and fifty three thousand dollars (\$153,000) 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.A. From and after the evaluations referenced in paragraph A(2) above,~~
A. the The General Manager shall receive an annual performance review no later than the end of ~~January~~ **May** of each succeeding year.

~~C.B.~~ 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 Amended Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

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1. Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326
Attn: President of the Board of Directors

2. Mario Iglesias
mario2cu@aol.com
831.372.7649
- Information will be appended following relocation -

Alternatively, notices required pursuant to this Amended 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 Amended 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-Amended 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

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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.

D. If any term, covenant, condition or provision of this Amended 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 Amended 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 Amended 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 Amended Contract in whole or in part.

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

J. This Amended 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.

Nothing beyond this point other than signature on next page.

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

GENERAL MANAGER

DISTRICT

Mario Iglesias

DATE: _____, 2015

~~Craig Armstrong~~Dan Gaddis, President

DATE: _____, 2015

APPROVED AS TO FORM:

~~Michael Seitz~~Whitney McDonald

District Legal Counsel