

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS  
GENERAL MANAGER

DATE: April 7, 2023

## AGENDA ITEM

### D-7

APRIL 12, 2023

## REVIEW AND CONSIDER RECOMMENDING ADJUSTING SALARY RANGE OF NIPOMO COMMUNITY SERVICES DISTRICT FINANCE DIRECTOR AND APPROVE JOB DESCRIPTION

### ITEM

Review and consider adjusting the salary range of the District's Finance Director position. [RECOMMEND APPROVE ADJUSTMENT OF THE SALARY RANGE FOR THE FINANCE DIRECTOR AND APPROVE JOB DESCRIPTION]

### BACKGROUND

The Finance Director ("Director") is one of three executive level positions within the District's management staff: General Manager, Director of Engineering and Operations, and Finance Director. The Director's primary functions include overseeing the District's financial health and managing the administrative staff and their functions in the organization.

The current salary range for the Director as listed on the District's Monthly Salary Step/Range schedule is Range 44. There are 60 ranges defined in the District's Monthly Step/Range schedule. The General Manager's salary is not on the Step/Range schedule because the General Manager's salary is negotiated and set in an annual contract. The Director of Engineering and Operations is set at Range 60.

The General Manager is recommending the range for the Director be adjusted up to Range 50. The Director's position is critical for the District's ongoing success and the salary range increase would be in keeping with the industry standard for compensating finance director positions.

The proposal to adjust the salary range of the Finance Director and modify the job description was presented to the Administration Committee on March 31, 2023. The Administration Committee considered the proposal, concurred with staff that the changes would benefit the District's organizations compensation structure, and directed staff to present the proposal to the Board.

### FISCAL IMPACT

The salary range, steps 1-5 of 44 at \$109,608 to \$134,316 and would change to salary range steps 1-5 of 50 at \$124,488 to \$150,480, effective July 1, 2023.

### STRATEGIC PLAN

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

B.1 Ensure the District is adequately staffed with high quality, long-term employees and supported by appropriate contractors and partnerships.

**RECOMMENDATION**

It is recommended that the Board of Directors approve the adjustment of the Finance Director's range from Range 44 to Range 50 as set forth in the 2022-23 Monthly Step/Range schedule.

**ATTACHMENTS**

- A. Nipomo Community Services District Finance Director Job Description
- B. Nipomo Community Services District, Monthly Salary Step/Range, 2022-23

APRIL 12, 2023

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ATTACHMENT A

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Finance Director/Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

**1. DEFINITION AND SUMMARY OF DUTIES**

Under direction of Assistant General Manager or General Manager, in his/her absence, provides professional level administrative, procedural, programmatic and/or budgetary and related analysis and support for the District Manager; performs routine to complex accounting work related to the preparation and maintenance of general accounting and financial records, the audit of financial transactions and the production of reports and statements for the District; establishes accounting systems and develops appropriate policies and procedures; facilitates administrative support to the Director of Engineering and Operations; and serves as acting General Manager in his/her both their absence. This position is a confidential position. Performs other related duties as required.

This administrative management level directs a variety of activities in such administrative areas such as personnel, budgeting, accounting, contract administration, operational research, information systems and other internal support activities. In addition, responsibilities include dealing with and providing staff support to District Manager and Assistant General Manager, and acting as liaison with customers and a variety of regulatory and other agencies. Work assignments may be diverse, depending upon the current needs of the District and follows defined policies and procedures and supervises administrative staff on a day-to-day basis. May act as Deputy Secretary to the Board.

**2. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- a) Oversees the preparation of annual and periodic financial reports in accordance with generally accepted accounting principles and standards.
- b) Leads activities within the Administrative department including accounting and revenue management, budget development and implementation, internal and external audits, cost accounting programs, investment management, debt financing activities, banking services, revenue forecasting and customer service activities, utility billing, accounts payable, accounts receivable, payroll, benefits administration, cash receipts and purchasing.
- c) Prepares or directs the preparation and reconciliation of journals, ledgers and other accounting records.
- d) Prepares the annual financial statements, manages the year-end financial audit program and prepares the Annual Comprehensive Annual Financial Report (CAFRACFR).
- e) Conducts administrative, operational, budgetary, accounting or other informational and research projects related to the functions and activities of the District. Analyzes alternatives and makes recommendations regarding such matters as budget development, administrative policies, staffing, facilities, productivity, customer service process, information systems hardware and software and procedure development and implementation.
- f) Prepares and presents written and oral financial reports to the General Manager, Assistant General Manager –and Board of Directors. Provides staff support to the District Manager, Assistant General Manager and the Board of Directors as assigned.
- g) Exercises direct supervision over administrative office staff.
- h) Prepares information for periodic funding agency or related audits; maintains funding agency records and prepares reports as required.
- i) Provides contract service oversight and support; coordinates purchasing activities; reviews requests for payment, assures that work was performed and/or materials delivered and processes invoices.

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Finance Director/Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

- j) Assists with and performs specific administrative support activities such as reviewing and tracking proposed legislation, assisting with the implementation of District automated systems and representing the agency head and others as specified.
- k) Confers with and represents the District in meetings with representatives of governmental, community, business, professional and public agencies and the public; may attend Board meetings and make presentations.
- l) Compiles figures for the preparation of the District budget; makes standard projections for payroll and other costs; researches capital improvement and equipment costs; inputs draft and final budget information and produces final budget documents.
- m) Coordinates a variety of departmental personnel activities; processes personnel, payroll and retirement forms; assures that forms and requests are in conformance with rules and regulations and all related reports are filed in a timely manner including monthly, quarterly and annual reports..
- n) Maintains accurate records and files related to areas of assignment.
- o) Prepares a variety of technical, statistical and narrative reports, letters, memos and other written materials.
- p) May plan, assign, direct, review and evaluate the work of technical or office support staff on a project or day-to-day basis; provides oversight and supervision in the absence of the District Manager.
- q) May drive a motor vehicle to attend meetings and visit work sites.
- r) Maintains investment records for the District; assures that adequate funds are available to meet daily cash operating requirements.

**3. QUALIFICATIONS**

This position requires knowledge and proficiency in the following:

- a) District functions and activities.
- b) Microsoft Word, Excel and Outlook. Proficiency in these applications is required.
- c) Principles and practices of public agency financial management, including general, fund, cost and governmental accounting, auditing and financial control functions.
- d) Principles and practices of auditing financial documents and records.
- e) Basic principles and practices of budget development and administration.
- f) Business arithmetic.
- g) Standard office practices and procedures, including filing and the operation of standard office equipment.
- h) Record keeping principles and practices.
- i) Correct business English, including spelling, grammar and punctuation.
- j) Techniques for dealing with the public, in person and over the telephone.
- k) Applicable laws, codes and regulations.
- l) Basic principles and practices of public administration.
- m) Basic data sampling and statistical analysis techniques.
- n) Basic supervisory principles and practice.

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Finance Director/Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

**4. ESSENTIAL ABILITIES**

- a) Performing paraprofessional level analytical and programmatic work in a variety of areas.
- b) Interpreting, applying and explaining applicable laws, codes and regulations.
- c) Maintaining accurate records and files.
- d) Interpreting, explaining and applying principles and practices of general, fund and governmental accounting.
- e) Complete and review accounting and financial records for completeness and accuracy.
- f) Preparing clear and concise reports, correspondence procedures and other written materials.
- g) Using initiative and independent judgment with general policy guidelines.
- h) Planning, directing and reviewing the work of others on a project or day-to-day basis.
- i) Making effective presentations to groups.
- j) Using tact, discretion and prudence in dealing with those contacted in the course of the work.
- k) Applying and explaining policies and procedures.
- l) Working effectively and cooperatively with a wide variety of customers and other individuals in person and over the telephone.
- m) Exercising sound independent judgment within established policy and procedural guidelines.
- n) Maintaining confidentiality of information where necessary.
- o) Ability to cope and maintain calm demeanor in a potentially stressful working environment.
- p) Establishing and maintaining effective working relationships with those contacted in the course of the work, including Board members, management team, co-workers, and members of the public.

**5. PHYSICAL REQUIREMENTS**

- 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 computer software to access, record and convey information in required format.
- 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.
- f) Ability to maintain, regular, predictable, punctual attendance.
- g) Mobility to work in a standard office environment and use standard office equipment.
- h) Ability to grasp, lift and move files, binders, boxes and other collections of documents (which can total up to 40 pounds).

**6. EDUCATION AND EXPERIENCE**

- a) Bachelor's degree in accounting, economics, business administration, or related field, from an accredited four-year college or university and five years' experience and/or training in public agency fund accounting, payroll management and bookkeeping; two years' experience in public agency setting is desirable.

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Finance Director/Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

7. LICENSES

- a) Possession of a Valid California Class C driver's license and a satisfactory driving record is desirable.
- b) Notary Public required, to be obtained prior to the end of the Introductory Period.
- c) Must be bondable by the District's fidelity bond insurer.

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

**POSITION:** Finance Director/Assistant General Manager  
**FLSA STATUS:** Exempt  
**REPORTS TO:** General Manager

**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 management and/or the Board retains the right to assign me other tasks as necessary. I also understand that district management 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 General Manager 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.

\_\_\_\_\_  
Employee's Name (print)

\_\_\_\_\_  
Employee's Name (signature)

\_\_\_\_\_  
Date

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ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT  
MONTHLY SALARY STEP/RANGE  
2022-2023**

NO	Monthly Salary Range					Longevity Pay			NO	Monthly Salary Range					Longevity Pay			NO	Monthly Salary Range					Longevity Pay		
	Step 1	Step 2	Step 3	Step 4	Step 5	15 Yrs - 2.5%	20 Yrs - 2.5%	25 Yrs - 5%		Step 1	Step 2	Step 3	Step 4	Step 5	15 Yrs - 2.5%	20 Yrs - 2.5%	25 Yrs - 5%		Step 1	Step 2	Step 3	Step 4	Step 5	15 Yrs - 2.5%	20 Yrs - 2.5%	25 Yrs - 5%
1	\$ 3,199	\$ 3,359	\$ 3,527	\$ 3,703	\$ 3,888	\$ 3,985	\$ 4,083	\$ 4,287	21	\$ 5,210	\$ 5,471	\$ 5,745	\$ 6,032	\$ 6,333	\$ 6,492	\$ 6,650	\$ 6,982	41	\$ 8,487	\$ 8,912	\$ 9,357	\$ 9,825	\$ 10,316	\$ 10,574	\$ 10,832	\$ 11,374
2	\$ 3,279	\$ 3,443	\$ 3,615	\$ 3,796	\$ 3,985	\$ 4,085	\$ 4,185	\$ 4,394	22	\$ 5,341	\$ 5,608	\$ 5,888	\$ 6,183	\$ 6,492	\$ 6,654	\$ 6,816	\$ 7,157	42	\$ 8,699	\$ 9,134	\$ 9,591	\$ 10,071	\$ 10,574	\$ 10,839	\$ 11,103	\$ 11,658
3	\$ 3,359	\$ 3,527	\$ 3,703	\$ 3,888	\$ 4,083	\$ 4,185	\$ 4,287	\$ 4,501	23	\$ 5,471	\$ 5,745	\$ 6,032	\$ 6,333	\$ 6,650	\$ 6,816	\$ 6,982	\$ 7,332	43	\$ 8,912	\$ 9,357	\$ 9,825	\$ 10,316	\$ 10,832	\$ 11,103	\$ 11,374	\$ 11,942
4	\$ 3,443	\$ 3,615	\$ 3,796	\$ 3,985	\$ 4,185	\$ 4,289	\$ 4,394	\$ 4,614	24	\$ 5,608	\$ 5,888	\$ 6,183	\$ 6,492	\$ 6,816	\$ 6,987	\$ 7,157	\$ 7,515	44	\$ 9,134	\$ 9,591	\$ 10,071	\$ 10,574	\$ 11,103	\$ 11,381	\$ 11,658	\$ 12,241
5	\$ 3,527	\$ 3,703	\$ 3,888	\$ 4,083	\$ 4,287	\$ 4,394	\$ 4,501	\$ 4,726	25	\$ 5,745	\$ 6,032	\$ 6,333	\$ 6,650	\$ 6,982	\$ 7,157	\$ 7,332	\$ 7,698	45	\$ 9,357	\$ 9,825	\$ 10,316	\$ 10,832	\$ 11,374	\$ 11,658	\$ 11,942	\$ 12,540
6	\$ 3,615	\$ 3,796	\$ 3,985	\$ 4,185	\$ 4,394	\$ 4,504	\$ 4,614	\$ 4,844	26	\$ 5,888	\$ 6,183	\$ 6,492	\$ 6,816	\$ 7,157	\$ 7,336	\$ 7,515	\$ 7,891	46	\$ 9,591	\$ 10,071	\$ 10,574	\$ 11,103	\$ 11,658	\$ 11,950	\$ 12,241	\$ 12,853
7	\$ 3,703	\$ 3,888	\$ 4,083	\$ 4,287	\$ 4,501	\$ 4,614	\$ 4,726	\$ 4,962	27	\$ 6,032	\$ 6,333	\$ 6,650	\$ 6,982	\$ 7,332	\$ 7,515	\$ 7,698	\$ 8,083	47	\$ 9,825	\$ 10,316	\$ 10,832	\$ 11,374	\$ 11,942	\$ 12,241	\$ 12,540	\$ 13,167
8	\$ 3,796	\$ 3,985	\$ 4,185	\$ 4,394	\$ 4,614	\$ 4,729	\$ 4,844	\$ 5,086	28	\$ 6,183	\$ 6,492	\$ 6,816	\$ 7,157	\$ 7,515	\$ 7,703	\$ 7,891	\$ 8,285	48	\$ 10,071	\$ 10,574	\$ 11,103	\$ 11,658	\$ 12,241	\$ 12,547	\$ 12,853	\$ 13,496
9	\$ 3,888	\$ 4,083	\$ 4,287	\$ 4,501	\$ 4,726	\$ 4,844	\$ 4,962	\$ 5,210	29	\$ 6,333	\$ 6,650	\$ 6,982	\$ 7,332	\$ 7,698	\$ 7,891	\$ 8,083	\$ 8,487	49	\$ 10,316	\$ 10,832	\$ 11,374	\$ 11,942	\$ 12,540	\$ 12,853	\$ 13,167	\$ 13,825
10	\$ 3,985	\$ 4,185	\$ 4,394	\$ 4,614	\$ 4,844	\$ 4,965	\$ 5,086	\$ 5,341	30	\$ 6,492	\$ 6,816	\$ 7,157	\$ 7,515	\$ 7,891	\$ 8,088	\$ 8,285	\$ 8,699	50	\$ 10,574	\$ 11,103	\$ 11,658	\$ 12,241	\$ 12,853	\$ 13,174	\$ 13,496	\$ 14,170
11	\$ 4,083	\$ 4,287	\$ 4,501	\$ 4,726	\$ 4,962	\$ 5,086	\$ 5,210	\$ 5,471	31	\$ 6,650	\$ 6,982	\$ 7,332	\$ 7,698	\$ 8,083	\$ 8,285	\$ 8,487	\$ 8,912	51	\$ 10,832	\$ 11,374	\$ 11,942	\$ 12,540	\$ 13,167	\$ 13,496	\$ 13,825	\$ 14,516
12	\$ 4,185	\$ 4,394	\$ 4,614	\$ 4,844	\$ 5,086	\$ 5,214	\$ 5,341	\$ 5,608	32	\$ 6,816	\$ 7,157	\$ 7,515	\$ 7,891	\$ 8,285	\$ 8,492	\$ 8,699	\$ 9,134	52	\$ 11,103	\$ 11,658	\$ 12,241	\$ 12,853	\$ 13,496	\$ 13,833	\$ 14,170	\$ 14,879
13	\$ 4,287	\$ 4,501	\$ 4,726	\$ 4,962	\$ 5,210	\$ 5,341	\$ 5,471	\$ 5,745	33	\$ 6,982	\$ 7,332	\$ 7,698	\$ 8,083	\$ 8,487	\$ 8,699	\$ 8,912	\$ 9,357	53	\$ 11,374	\$ 11,942	\$ 12,540	\$ 13,167	\$ 13,825	\$ 14,170	\$ 14,516	\$ 15,242
14	\$ 4,394	\$ 4,614	\$ 4,844	\$ 5,086	\$ 5,341	\$ 5,474	\$ 5,608	\$ 5,888	34	\$ 7,157	\$ 7,515	\$ 7,891	\$ 8,285	\$ 8,699	\$ 8,917	\$ 9,134	\$ 9,591	54	\$ 11,658	\$ 12,241	\$ 12,853	\$ 13,496	\$ 14,170	\$ 14,525	\$ 14,879	\$ 15,623
15	\$ 4,501	\$ 4,726	\$ 4,962	\$ 5,210	\$ 5,471	\$ 5,608	\$ 5,745	\$ 6,032	35	\$ 7,332	\$ 7,698	\$ 8,083	\$ 8,487	\$ 8,912	\$ 9,134	\$ 9,357	\$ 9,825	55	\$ 11,942	\$ 12,540	\$ 13,167	\$ 13,825	\$ 14,516	\$ 14,879	\$ 15,242	\$ 16,004
16	\$ 4,614	\$ 4,844	\$ 5,086	\$ 5,341	\$ 5,608	\$ 5,748	\$ 5,888	\$ 6,183	36	\$ 7,515	\$ 7,891	\$ 8,285	\$ 8,699	\$ 9,134	\$ 9,363	\$ 9,591	\$ 10,071	56	\$ 12,241	\$ 12,853	\$ 13,496	\$ 14,170	\$ 14,879	\$ 15,251	\$ 15,623	\$ 16,404
17	\$ 4,726	\$ 4,962	\$ 5,210	\$ 5,471	\$ 5,745	\$ 5,888	\$ 6,032	\$ 6,333	37	\$ 7,698	\$ 8,083	\$ 8,487	\$ 8,912	\$ 9,357	\$ 9,591	\$ 9,825	\$ 10,316	57	\$ 12,547	\$ 13,174	\$ 13,833	\$ 14,525	\$ 15,251	\$ 15,632	\$ 16,023	\$ 16,824
18	\$ 4,844	\$ 5,086	\$ 5,341	\$ 5,608	\$ 5,888	\$ 6,035	\$ 6,183	\$ 6,492	38	\$ 7,891	\$ 8,285	\$ 8,699	\$ 9,134	\$ 9,591	\$ 9,831	\$ 10,071	\$ 10,574	58	\$ 12,861	\$ 13,504	\$ 14,179	\$ 14,888	\$ 15,632	\$ 16,023	\$ 16,424	\$ 17,245
19	\$ 4,962	\$ 5,210	\$ 5,471	\$ 5,745	\$ 6,032	\$ 6,183	\$ 6,333	\$ 6,650	39	\$ 8,083	\$ 8,487	\$ 8,912	\$ 9,357	\$ 9,825	\$ 10,071	\$ 10,316	\$ 10,832	59	\$ 13,182	\$ 13,841	\$ 14,533	\$ 15,260	\$ 16,023	\$ 16,424	\$ 16,834	\$ 17,676
20	\$ 5,086	\$ 5,341	\$ 5,608	\$ 5,888	\$ 6,183	\$ 6,337	\$ 6,492	\$ 6,816	40	\$ 8,285	\$ 8,699	\$ 9,134	\$ 9,591	\$ 10,071	\$ 10,322	\$ 10,574	\$ 11,103	60	\$ 13,512	\$ 14,187	\$ 14,897	\$ 15,642	\$ 16,424	\$ 16,834	\$ 17,255	\$ 18,118

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ADJUSTED BY 7% COLA EFFECTIVE 7/1/2022

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS  
GENERAL MANAGER



DATE: April 7, 2023

**AGENDA ITEM**

**D-8**

**APRIL 12, 2023**

**REVIEW AND CONSIDER THE ADDITION OF AN  
ASSISTANT GENERAL MANAGER POSITION  
TO ORGANIZATION AND ADOPT JOB DESCRIPTION**

**ITEM**

Review and consider addition of an Assistant General Manager to the organization and adopt job description [RECOMMENDATION ADDING AN ASSISTANT GENERAL MANAGER TO THE ORGANIZATION AND ADOPT JOB DESCRIPTION]

**BACKGROUND**

The Nipomo Community Services District ("District") is in the process of recruiting for a new General Manager (GM) as the current GM is retiring on June 30, 2023. The District's first recruitment process did not result in finding a new GM. The District is now in the process of hiring a recruitment firm and anticipates the process to take an additional 12-16 weeks or longer depending on the candidate pool. This process will extend well past June 30, 2023.

In order for a smooth transition during recruitment and through the retirement of the current GM and seating of the new GM, it is recommended that an Assistant General Manager (ASM) be established. The ASM would be assisting the existing GM in overseeing high level negotiations and discussion of major projects currently working through multiple agencies. Projects such as the Dana Reserve development and the Blacklake Sewer Consolidation are examples of projects that can have significant impacts on the District operationally and financially and it is in the District's best interest to provide continuity during the GM transitional period. The ASM would assist and support the incoming GM as they become familiar with all aspects of the District's operations.

The current Finance Director/Assistant General Manager is being recommended for this role. The position will be split into two positions, a stand-alone Finance Director position and the recommended Assistant General Manager. A Job Description has been created and is attached for review.

The proposal to include an Assistant General Manager in the District's organization was presented to the Administration Committee on March 31, 2023. The Administration Committee considered the proposal, concurred with staff that the position would benefit the District's overall operational structure, and directed staff to present the proposal to the Board.

**FISCAL IMPACT**

The salary range of 50 for the Assistant General Manager is being recommended.

The Assistant General Manager position is not in the current fiscal year budget. However, funding for the position from April to June of the current year is available in the Administration budget as a result of budgeted position going unfilled for several months of the current fiscal year.

**STRATEGIC PLAN**

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

B.1 Ensure the District is adequately staffed with high quality, long-term employees and supported by appropriate contractors and partnerships.

**RECOMMENDATION**

It is recommended that your Board consider the addition of an Assistant General Manager to the organization and adopt a job description.

**ATTACHMENTS**

A. Proposed Assistant General Manager Job Description

APRIL 12, 2023

ITEM D8

ATTACHMENT A

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

**1. DEFINITION AND SUMMARY OF DUTIES**

Under direction of the General Manager, provides highly responsible and complex management and administrative assistance to the General Manager in coordinating and directing District-wide activities. Assists the General Manager in executing the long-term vision of the District in collaboration with the Board of Directors and District Management team. Assists with the day-to-day operations of the District by working collaboratively with administrative and operations staff. Assists in planning, program management, accounting, budgeting and forecasting.

Serves as General Manager, Secretary to the Board of Directors; and District Financial Officer; in his/her absence. This position has full-time management status, and is Fair Labor Standards Act exempt.

**2. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- a) Assists in planning, organizing, coordinating and administering the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- b) Assists in implementing 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) Assists in the planning and preparing for Board Meetings, Special Meetings and Ad Hoc Committee meetings.
- d) Prepare, review and present staff reports, various management and information updates, and reports on special projects as assigned by the General Manager.
- e) Assists in 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.
- f) In coordination with the Finance Director, oversees the District's investment portfolio to ensure it meets the investment policy goals and objectives of safety and liquidity.
- g) In coordination with General Manager, may consults with legal counsel concerning matters of litigation, contracts and District operations; monitors legislation on the state, federal and local level; assists in the direction and coordination of changes required by new legislation.
- h) Confers with and represents the District in meetings, as assigned.
- i) Assists with staff; interviews and selection of District staff;
- j) Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- k) Assists in the direction and review of special studies and administers various service contracts for conformance with District standards on behalf of the District.
- l) Interfaces with District customers and resolves service related issues and complaints.
- m) Assists in the maintenance of District records and documents.
- n) Assists in special projects, as assigned by the General Manager.

**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.

Adopted

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

- b) Principles, practices and procedures of public administration in a special district setting including Brown Act compliance, Special District law, and Proposition 218.
- c) Applicable legal guidelines and standards effecting special district administration and operation.
- d) 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.

**4. ESSENTIAL ABILITIES**

Ability to:

- a) Plan, organize, and coordinate the activities of the District at the direction of the General Manager.
- b) Work cooperatively with the General Manager to implement the policies set by the Board of Directors.
- c) Develop and implement goals, objectives, policies, procedures, work standards and internal controls.
- d) Develop and administer an annual budget.
- e) Supervise and control the expenditure of funds and resources of the District.
- f) Provide excellent staff leadership.
- g) Establish and maintain harmonious working relationships with subordinates, representatives of county departments, other public agencies, private contractors, engineers, and the general public.
- h) Interpret, apply and explain complex laws, codes and regulations.
- i) 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.
- j) Use initiative and independent judgment within general policy guidelines.
- k) Exercise initiative, ingenuity, and sound judgment in solving difficult administrative, economic, technical, and personnel problems.
- l) Evaluate District policies and procedures; define problem areas, and assist in the implementation of policy decisions and practices to improve operations
- m) Make public presentations and assist with public hearings.
- n) Analyze and review draft staff reports and recommendations, and give constructive criticism.
- o) 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.
- p) Work effectively and cooperatively with staff and a wide variety of customers and other individuals in person and over the telephone.
- q) Exercise sound independent judgment within established policy and procedural guidelines.
- r) Understand the necessity for and maintain confidentiality of information where necessary.

**5. PHYSICAL REQUIREMENTS**

With or without reasonable accommodation:

Adopted

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

- 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.
- 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 assess and analyze financial information and 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**

Required:

- a) General 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) General 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 five (5) 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.

Adopted

**JOB DESCRIPTION  
NIPOMO COMMUNITY SERVICES DISTRICT**

<b>POSITION:</b>	<b>Assistant General Manager</b>
<b>FLSA STATUS:</b>	<b>Exempt</b>
<b>REPORTS TO:</b>	<b>General Manager</b>

**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 management and/or the Board retains the right to assign me other tasks as necessary. I also understand that district management 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 General Manager 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.

\_\_\_\_\_  
Employee's Name (print)

\_\_\_\_\_  
Employee's Name (signature)

\_\_\_\_\_  
Date

Adopted

TO: BOARD OF DIRECTORS

FROM: MARIO IGLESIAS  
GENERAL MANAGER

DATE: APRIL 7, 2023

**AGENDA ITEM**

**E-1**

**APRIL 12, 2023**

**AUTHORIZE CONTRACT WITH BOB MURRAY & ASSOCIATES  
TO RECRUIT THE NIPOMO COMMUNITY SERVICES DISTRICT'S  
GENERAL MANAGER POSITION AND APPROVE BUDGET ADJUSTMENT**

**ITEM**

Authorize contract with Bob Murray & Associates in the amount of \$29,500 to recruit for the District's General Manager Position. [RECOMMEND AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT IN THE AMOUNT OF \$29,500 WITH BOB MURRAY & ASSOCIATES FOR RECRUITING SERVICE TO RECRUIT FOR THE GENERAL MANAGER POSITION, AND ADOPT RESOLUTION APPROVING FY 2022-2023 BUDGET ADJUSTMENT IN THE AMOUNT OF \$29,500].

**BACKGROUND**

On February 14, 2023, the Nipomo Community Services District's ("District") General Manager notified the District's Board Officers that he would be retiring on June 30, 2023. At the February 22, 2023 Regular Board Meeting, the District's Board of Directors ("Board") created an Ad-hoc Staffing Committee and assigned Directors Eby and Gaddis to sit on the Ad-hoc Staffing Committee. Additionally, the Board directed staff to begin recruitment efforts for the General Manager Position.

On March 22, 2023, the Ad-hoc Staffing Committee met to review applications for the General Manager Position. District staff, through use of recruiting websites, advertisements in industry journals, and other available media sources, failed to provide the Ad-hoc Staffing Committee with an adequate pool of qualified candidates. As a result, the Ad-hoc Staffing Committee directed District staff to solicit proposals from recruiting firms to recruit for the General Manager Position.

District staff contacted five (5) recruiting firms that specialize in recruiting executive level positions in government agencies. Staff allowed for 10 business days for these firms to provide a written proposal. Two (2) recruiting firms responded to the District solicitation and provided the requested written proposals. The Ad-hoc Staffing Committee reconvened on April 6, 2023, and evaluated the two proposals. After reviewing each proposal, the Committee selected Bob Murray & Associates as their preferred recruiting firm and, as a result, they are recommending to the Board that the District hire said firm for recruiting the District's next General Manager.

The cost proposal submitted by Murray & Associates is \$29,500 for their recruitment effort. Murray & Associates expect to conclude their efforts in August 2023 with the selection of a candidate for the General Manager Position. The expenditure for the recruitment effort was not included in the Fiscal Year 2022-23 Budget. A budget adjustment is required to fund the recruitment effort. A resolution for a budget adjustment is included with this staff report for your Board's consideration.

**STRATEGIC PLAN**

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

- B.1 Ensure the District is adequately staffed with high quality, long-term employees and supported by appropriate contractors and partnerships.

**FINANCIAL IMPACT**

Funds were not dedicated in the current fiscal year budget to hire a recruiting firm to assist in the recruiting of a General Manager. A budget adjustment is necessary and must be adopted by the Board of Directors to fund the proposed Professional Services Agreement with Bob Murray & Associates. There are sufficient reserve funds in the three funding sources, Fund 125, Fund 130, and Fund 150.

**RECOMMENDATION**

Staff recommends your Board authorize the General Manager to enter into a Professional Service Agreement with Bob Murray & Associates for the purpose of recruiting the District's General Manager position and to approve a Fiscal Year Budget Adjustment of \$29,500.

**ATTACHMENT**

- A. Professional Services Agreement – Bob Murray & Associates
- B. Resolution 2023-XXXX, Fiscal Year 2023-24 Budget Adjustment Recruitment Services

APRIL 12, 2023

ITEM E1

ATTACHMENT A

## **PROFESSIONAL SERVICES AGREEMENT**

### **BOB MURRAY & ASSOCIATES RECRUITMENT SERVICES FOR GENERAL MANAGER RECRUITMENT**

This Professional Services Agreement (“Agreement”), is made and effective as of April 13, 2023, between the Nipomo Community Services District (“District”), a California special district, and Bob Murray & Associates<sup>[ 1 ]</sup> (“Consultant”). Individually and collectively, District and Consultant are referenced herein as “Party” or “Parties,” respectively. In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

#### **1. TERM**

This Agreement shall commence on April 13, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

Consultant shall perform the tasks described and set forth in Consultant’s Proposal, Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Work”). Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant, such proposal is incorporated only for the description of the scope of services and the schedule of performance, and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically stated herein.

#### **3. PERFORMANCE**

Consultant represents that it has the skills, expertise, and licenses necessary to perform the services required under this Agreement. Consultant shall perform all such services in the manner and according to the standards observed by professionals experienced in providing the services identified in Exhibit A. All documents and services of whatsoever nature that Consultant delivers to District pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in providing services identified in Exhibit A. Consultant shall promptly correct or revise any errors or omissions in its performance of the services identified in Exhibit A at District’s request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

**4. DISTRICT MANAGEMENT**

District's General Manager ("General Manager") shall represent District in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant but not including the authority to enlarge the Scope of Work or to change the compensation due to Consultant except as provided in Section 5 hereof.

**5. PAYMENT**

- A. The District agrees to pay Consultant a fixed fee of \$22,500.00 and to reimburse Consultant for actual expenses incurred in an additional amount not to exceed \$7,500.00 upon receipt of an invoice from the Consultant at the conclusion of the Scope of Work. as set forth in Exhibit A (Page 7), attached hereto and incorporated herein by this reference as though set forth in full, based upon completion of the Scope of Work. The total Not-To Exceed amount shall not exceed \$29,500.00 for the total term of the Agreement, unless additional payment is approved as provided in this Agreement.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the District. Any additional work in excess of this amount shall be approved by the District Board of Directors. In order for District to increase the Not-To-Exceed Amount, Consultant must timely, and prior to sixty percent (60%) completion of the Scope of Work, identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in Exhibit A. The District, in its sole discretion, may deny in part or in whole a request to increase the Not to Exceed Amount, modify the Scope of Work, or modify the schedule for completion of the Scope of Work. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the General Manager and Consultant at the time District's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit one final invoice at for actual services performed at the completion of the Scope of Work. Payment shall be made within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the District disputes any of Consultant's fees it shall give written notice to Consultant within forty-five (45) days of receipt of the invoice that includes the disputed fees.

- D. Payment of an invoice by District shall not constitute acceptance of defective performance, and District's failure to discover or object to any unsatisfactory services, performance, or billing prior to payment will not constitute a waiver of District's right to require Consultant to correct such work or billings or to seek any other legal remedy.
- E. District may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect District from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Consultant to make payments properly to its employees or sub-consultants; or (5) Consultant's failure to adhere to the schedule of performance or to achieve sufficient progress with the Scope of Work such that Consultant is unlikely to achieve timely completion.

**6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by providing written notice to Consultant at least ten (10) days prior to the effective date of the suspension or termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement, the remainder of this Agreement shall remain in full force and effect.
- B. In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section 6, the Consultant will submit an invoice to the District pursuant to Section 5.

**7. DEFAULT OF CONSULTANT**

- A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In addition, if Consultant at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the schedule referenced in Exhibit A, or is adjudicated bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without District's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Scope of Work, or otherwise fails to perform fully any and all of the Agreements or terms herein contained, Consultant shall be in default.

- B. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.
- C. If the General Manager or his/her designee determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time or, if appropriate as determined by District, fails to present the District with a written plan for the cure of the default, the District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

**8. DOCUMENTS**

- A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon

reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying, and/or printing computer files. Consultant hereby grants to District all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement.

## **9. INDEMNIFICATION**

### **A. Indemnity for professional liability**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless District and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs, caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subconsultants in the performance of professional services under this Agreement.

### **B. Indemnity for other than professional liability**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, and any and all of its employees, officials, and agents from and against any liability, claim, suit, action, arbitration proceeding, administrative proceeding, regulatory proceeding, loss, expense, or cost of any kind, whether actual, alleged, or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees, arising out of, a consequence of, or in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subcontractors of Consultant.

### **C. Duty to defend**

In the event the District, its officers, employees, agents, and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by District, Consultant shall have an immediate duty to defend the District at Consultant's cost or at District's option, to reimburse District for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters. Payment by District is not a condition precedent to enforcement of this obligation. In the event of any dispute between Consultant and District as

to whether liability arises from the sole negligence of the District or its officers, employees, or agents, Consultant will be obligated to pay for District's defense until such time as a final judgment has been entered adjudicating the District as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs, including but not limited to attorney's fees, expert fees, or costs of litigation.

**D. Survival**

The duty to defend and indemnify the District and each of the obligations contained in this Section 9 shall survive termination or expiration of this Agreement.

**10. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

**11. INDEPENDENT CONTRACTOR**

- A. Consultant is and shall at all times remain as to the District a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**12. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State, Federal, and local laws and regulations which in any manner affect those employed by it or in any way affect

the performance of its service pursuant to this Agreement. Consultant shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with all State, Federal, and local laws, ordinances, and regulations now in force or which may hereafter be in force with regard to the services referenced in Exhibit A and with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether District be a party thereto or not, that Consultant has violated any such law shall be conclusive of that fact as between Consultant and District. Any corrections to Consultant's services which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at Consultant's expense. The District, and its officers and employees, shall not be liable at law or in equity by failure of the Consultant to comply with this Section.

**13. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES**

No officer or employee of District will be personally liable to Consultant in the event of any default or breach by District or for any amount that may become due to Consultant.

**14. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of the District in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

**15. NON-DISCRIMINATION**

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

**16. TAXES**

Consultant shall pay all taxes, assessments, and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and

payable by reason of or in connection with the services to be performed by Consultant.

**17. RELEASE OF INFORMATION**

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the General Manager or unless requested by the District's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives District notice of such court order or subpoena.
- B. Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement or the work performed hereunder or with respect to any project or property located within the District, unless the District is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the District of such Discovery. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless District is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

**18. CONFLICTS OF INTEREST**

Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the study area and further covenants and



**22. GOVERNING LAW AND VENUE**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. The venue for any litigation concerning this Agreement shall be in San Luis Obispo County.

**23. ATTORNEYS' FEES AND COSTS**

The prevailing party in any action between the Parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other Party.

**24. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**25. TIME OF THE ESSENCE**

District and Consultant agree that time is of the essence in this Agreement and for each and every term herein.

**26. WAIVER AND REMEDIES**

Any deviation from, or waiver of, any provision of this Agreement, shall not be deemed a continuing deviation or waiver nor a waiver of any other provision of this Agreement. Any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on the District nor does it waive any rights hereunder. No remedy conferred by and specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

**27. SUCCESSORS AND ASSIGNS**

All representations, covenants, and warranties set forth in this Agreement by, on behalf of, or for the benefit of any or all of the Parties hereto shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**28. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of District's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "E" hereto. In the event of conflict, the requirements of District's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals. The incorporation of the Consultant's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or District, unless expressly agreed to in writing.

**29. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

**30. SECTION HEADINGS**

The headings of the several sections, and any table of contents or exhibits appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

**31. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of the Parties warrants and represents that he/she has the authority to execute this Agreement on behalf of the respective Party and has the authority to bind the Party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

Consultant  
Bob Murray & Associates

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

NIPOMO COMMUNITY SERVICES DISTRICT  
A California special District

\_\_\_\_\_  
Mario Iglesias, General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Craig A. Steele, District Counsel

Attachments:	Exhibit A	Proposal with Tasks To Be Performed
	Exhibit B	Insurance Requirements

**EXHIBIT A**

**CONSULTANT'S PROPOSAL/SCOPE OF WORK**

## EXHIBIT B

### INSURANCE REQUIREMENTS

Consultant shall provide the District with the following prior to commencement of Search services:

- a. Proof of Worker's Compensation Insurance.
- b. Proof of Professional Liability Insurance.
- c. Proof of comprehensive general liability insurance, with limits of \$1,000,000.00 (including automobile), on an "occurrence basis" satisfactory to the District. Said insurance policy shall include the following endorsements:
  1. The District, its officers, directors, employees and agents shall be named as Additional Insured's.
  2. The policy shall be endorsed to provide primary coverage to the full policy limits, and provide that if the Additional Insured's have any other insurance or self-insurance against the loss covered by Consultant's policy, that other insurance shall be excess insurance and shall not contribute with Consultant's policy.
  3. The insurer shall waive all right of subrogation against the District, its officials, employees and agents for losses arising from Work performed by or on behalf of the Contractor for the District.
  4. If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

APRIL 12, 2023

ITEM E1

ATTACHMENT B

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2023-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT AWARDING  
A CONTRACT FOR EXECUTIVE RECRUITING SERVICES  
FOR THE GENERAL MANAGER POSITION TO  
BOB MURRAY & ASSOCIATES IN THE AMOUNT NOT TO  
EXCEED \$29,500, AND AMENDING THE FISCAL YEAR 2022/2023 BUDGET**

**WHEREAS**, the Nipomo Community Services District's ("District") General Manager has announced his retirement, effective June 30, 2023; and

**WHEREAS**, the recruitment of an experienced and highly-qualified General Manager requires the expertise, resources and a network of potential candidates that a professional recruiting firm can offer; and

**WHEREAS**, the District's Board of Directors directed staff to obtain proposals from qualified professional executive recruiting firms, experienced with recruiting for public agency positions, to aid the District in the recruitment effort; and

**WHEREAS**, the District received proposals from professional executive recruiting firms, and the Board has selected Bob Murray & Associates at a proposed \$29,500 cost for services; and

**WHEREAS**, the Fiscal Year 2022-23 Budget did not include the \$29,500 for recruiting for a General Manager and therefore a budget adjustment is necessary to fund the Professional Services Agreement with Bob Murray & Associates.

**NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE  
NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AS FOLLOWS:**

1. The proposed Professional Service Agreement with Bob Murray & Associates, in an amount not to exceed \$29,500, to lead the Recruitment of the District's next General Manager is approved, and the General Manager is authorized to execute it, in a form approved by the General Counsel, on behalf of the District..
  
2. The Fiscal Year 2022-23 Budget is hereby amended by transferring \$16,520 from Fund #125 (Water Capacity Reserves), \$10,030 from Fund #130 (Town Sewer Capacity Reserves), and \$2,950 (Blacklake Sewer Capacity Reserves), to provide funding for the above-referenced contract.

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2023-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT AWARDING  
A CONTRACT FOR EXECUTIVE RECRUITING SERVICES  
FOR THE GENERAL MANAGER POSITION TO  
BOB MURRAY & ASSOCIATES IN AN AMOUNT NOT TO  
EXCEED \$29,500, AND AMENDING THE FISCAL YEAR 2022/2023 BUDGET**

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**CONFLICTS:**

The foregoing resolution is hereby adopted this 12th day of April, 2023.

\_\_\_\_\_  
**RICHARD MALVAROSE**  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM AND  
LEGAL EFFECT:

\_\_\_\_\_  
**MARIO IGLESIAS**  
General Manager and  
Secretary to the Board

\_\_\_\_\_  
**CRAIG A. STEELE**  
District Legal Counsel