

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

DALE MCDONALD (Administrative Services Manager)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 8TH day of SEPTEMBER, 2023, by and between the Las Gallinas Valley Sanitary District, a special district, ("District or Employer") and DALE MCDONALD, ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of DALE MCDONALD as Administrative Services Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, ("Board") to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employer and Employee now desire to set forth their agreement for employment of Employee on the terms and subject to the conditions set forth herein.

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of the foregoing and the provisions and promises hereinafter set forth, the parties agree as follows:



TERMS

Section 1: Duties

A. Employer hereby agrees to employ DALE MCDONALD as Administrative Services Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative Services Manager.

B. The Administrative Services Manager shall be in charge of and responsible for the operation and management of the Administrative Office and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Administrative Services Manager job description. The Administrative Services Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity without written approval of the General Manager.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative Services Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall commence on September 7, 2023 and end later on June 30, 2026, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2026, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from their position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to compensate Employee based on the appropriate salary step identified in the Administrative Services Manager Salary Pay Schedule attached as Exhibit "B".

B. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in Administrative Services Manager Salary Schedule.

C. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

D. Effective the first pay period that encompasses July 1, 2023 the Employee's compensation will be \$17,056 per month (Step 3) as set forth in Exhibit "B", the pay scale as of July 1, 2023.

E. Effective July 1, 2024, the Employee will be entitled to a General Wage COLA of 3.0%.

F. Effective July 1, 2025, the Employee will be entitled to a General Wage COLA of 3.0%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with their first anniversary date as Administrative

Services Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative Services Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated \$430.72 monthly for a vehicle allowance. The amount will increase each year based on Board approved COLA increases.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable

compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employee can be reimbursed for the phone purchases once every 3 years up to \$295.16. The allowance will be based on Board approved COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the cost so reimbursed.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Vacation accrual shall be calculated based on years of CalPERS public sector service credit beginning the first pay period after this agreement is executed. For the

purposes of calculating vacation accrual, public sector service means service with a CalPERS agency or an agency with CalPERS reciprocity.

I. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time twice a year. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for associations, publications and subscriptions for Employee necessary for their continuation and full participation in national regional, state, and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences and seminars that are necessary for their professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate their employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three

months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

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

Las Gallinas Valley Sanitary
District 101 Lucas Valley Road,
Suite 300 San Rafael, CA 94903

DALE MCDONALD
675 Edwards St.
Crockett, CA 94525

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.


Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

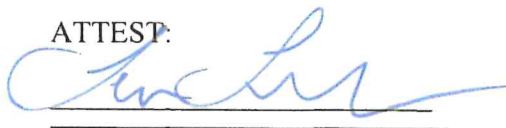
IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by the General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: 09/08/2023

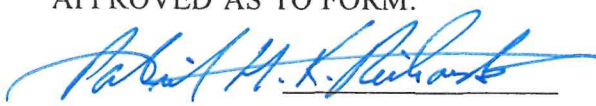

Curtis Paxton
General Manager
Las Gallinas Valley Sanitary District

Date: 9/8/23


DALE MCDONALD

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District
PATRICK M.K. RICHARDSON



LAS GALLINAS VALLEY SANITARY DISTRICT

**November 2018
FLSA: EXEMPT**

ADMINISTRATIVE SERVICES MANAGER

DEFINITION

Under general direction of the General Manager, plans, organizes, coordinates, and manages administrative services functions including accounting, budget, human resources, risk management, procurement, records management, and administrative support; serves as the District's Chief Financial Officer; serves as a liaison and coordinates assigned activities with other District personnel and external agencies to ensure compliance with reporting requirements; provides responsible and complex administrative and operational assistance to the General Manager; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, and managing administrative services staff, operations, and activities. The incumbent is responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures for assigned programs, reporting, compliance, and program evaluation. Incumbents serve as a professional resource for organizational, managerial, and administrative analyses and studies. The incumbent is accountable for accomplishing administrative services goals and objectives, and for furthering District goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

- Assumes managerial responsibility for all administrative services functions, including accounting, budget, human resources, risk management, procurement, records management, and administrative support.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the District; recommends, within District policy, appropriate service and staffing levels; recommends and administers policies and procedures while ensuring financial, regulatory, and legal requirements are met.

- Selects, trains, motivates, and directs assigned staff; evaluates and reviews work for acceptability and conformance with District standards; provides or coordinates staff training; works with employees to correct deficiencies; recommends discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of District services by continuously monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors distribution of work, support systems, and internal reporting relationships; identifies and recommends opportunities for improvements.
- Manages and participates in all activities related to the District's finance and accounting programs, including accounts payable, accounts receivable, payroll, year-end closing, bank reconciliation, and financial reporting; makes investments and monitors performance of revenues pursuant to Board policy.
- Develops and administers the District's annual budget; works with management to provide technical expertise on budget related matters and to ensure that the budget is completed in a timely manner; facilitates budget workshops.
- Prepares applications for and administers grant, loan, and bond financing for District Capital Improvement Programs.
- Prepares and analyzes a variety of financial statements; analyzes budget to actual trends; prepares periodic and special reports, including monthly, quarterly and annual financial reports, grant reports, and the Comprehensive Annual Financial Report (CAFR).
- Maintains, reconciles, and approves a variety of accounting records and transactions in accordance with generally accepted accounting principles and Government Accounting Standards Board requirements; supervises and participates in month-end, fiscal year-end, and calendar year-end reconciliation and closing processes.
- Coordinates the annual audit of financial statements; prepares supporting documents.
- Prepares financial components and schedules supporting Proposition 218 rate analyses.
- Calculates sewer service user charges and assists in calculating same via the property tax rolls; prepares invoices for direct bill customers; responds to questions from customers; researches and reconciles variances in bills.
- Administers human resources and risk management programs, including benefits administration, recruitment and selection, classification and compensation, training and development, employee relations, and liability insurances.
- Oversees procurement functions and activities; develops and manages requests for proposals for professional and/or contracted services including information technology support; evaluates proposals and recommends award; prepares and negotiates contracts; administers contracts to ensure compliance with District specifications, policies, and procedures and service quality.
- Manages Board support activities including legislative functions and records management; performs duties of District Secretary in absence of the District Administrative Assistant; regularly attends Board meetings.
- Provides highly complex staff assistance to the General Manager; develops and reviews staff, financial, and regulatory reports related to assigned activities and services; presents to the Board of Directors; performs a variety of public relations and outreach work related to assigned activities.

- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of administrative services; monitors changes in regulations and technology that may affect District operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles, practices, and methods of governmental accounting, public finance administration and budgeting, auditing, and reconciliation.
- Principles, practices, and techniques of human resources and risk management program administration.
- Public agency budget development, contract administration, District-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned functional area.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Practices of researching issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Technical, legal, financial, and public relations problems associated with the management of administrative services projects and programs.
- Modern office practices, methods, and computer equipment and applications.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the District in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, and work standards.
- Administer complex and technical administrative services programs in an independent and cooperative manner.

- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Apply relevant accounting standards to prepare monthly, quarterly, and annual budgets and financial reports.
- Evaluate and develop improvements in processes and procedures.
- Analyze, interpret, summarize, and present administrative and financial information and data in an effective manner.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the District in meetings with governmental agencies, community groups, various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Oversee and coordinate the maintenance of District records and files.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Effectively use computer systems, software, and modern business equipment to perform a variety of work tasks.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in business management, accounting, public administration, or a closely related field, and five (5) years of increasingly responsible experience managing and/or supervising accounting and/or administrative services functions.

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment and satisfactory driving record consistent with requirements established by the District.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in

person and over the telephone. This is primarily a sedentary office classification, although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."



Las Gallinas Valley Sanitary District
Salary Pay Schedule as of July 1, 2023
(Management and Unrepresented Employee Group)

EXHIBIT B

Full Time Positions	Monthly Salary					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Services Manager	15,470	16,244	17,056	17,909	18,804	19,744

Las Gallinas Valley Sanitary District EXHIBIT C
 Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
 July 1, 2023 to June 30, 2026

In addition to the benefits specifically discussed in the employment contracts, the following benefits offered to the members of the OE3 bargaining unit will apply:

Benefits	Section (in MOU)	Summary
Holidays	15.1	12 holidays per year plus 1 floating holiday
Max Vacation Accrual	15.2	272 hours
Vacation Time Awarded	15.2	For Management Employees Only, accrual is based on years of CalPERS service credit
		Years 1-3 14 days
		Years 4 to 10 19 days
		Years 11 to 15 22 days
		Years 16+ 24 days
		A one-time 5-day vacation bonus is given after 20 years of service.
Vacation Cash-Out	Per contract	Cash-out hours twice-yearly, with a minimum balance remaining of 40 hours
Administrative Leave	Per Contract	Exempt Management Employees Only Lump sum of 80 hours reset each year on July 1st
Admin Leave – Safety Award		4 hours added to leave bi-annually if No Accidents in the Plant
Sick Leave	15.4	Accrue (1) 8-hr day a month – No Cap
		After 3 Years – If you Resign - 50% Cash Out
		After 3 Years – If you Retire – 50% Cash Out 50% CalPERS Service Credit
Bereavement Leave	15.4	3 days paid leave specified family members
Cell Phone	Per Contract	Reimburse for Cell purchase with Cap Reimburse one personal cell line monthly costs
Auto Allowance	Per Contract	Allowance Reimbursement or use of District Vehicle
Technology	Per Contract	Reimbursed for iPad or Laptop – Limit of \$1,347 per Administrative Policy A-03.
Longevity Pay	Per Contract	Employees Hired prior to 7/1/2016 Only After 6 years – 5% After 10 years – 3% After 15 years – 2%
Medical Cafeteria Plan	17.1/17.2	PERS Health Plan
LGVSD Contribution		Kaiser family rate
EE Contribution		Excess monthly cost for plan over Kaiser plan
Dental	17.3	Annual cap of \$3,000 per covered individual after applicable co-pay. Annual cap of \$4,000 effective January 1, 2024.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.

Las Gallinas Valley Sanitary District

EXHIBIT C

Summary of Benefit Provisions for the Unrepresented Management and Employee Bargaining Group
July 1, 2023 to June 30, 2026

Vision	17.5	VSP
LGVSD Contribution		50% of the cost
EE Contribution		50% of the cost
Waive District Health Insurance	Per Contract	On proof of coverage, a \$250 reimbursement per month.
Life/AD&D Insurance	17.7	1 x Salary up to \$100,000
Long-term Disability	17.11	66.67% of monthly salary up to \$15,000 of salary
Wellness Program	17.12	\$500 per calendar year reimbursement
CalPERS Retirement	18.1	Classic Employees – 2.7% at 55, highest year, EE pays 8% pretax PEPRA Employees – 2% at 62, final 3 years of compensation; EE pays 8% pre-tax
Deferred Comp 457	18.1	District match up to \$1,200 per calendar year
Retiree Medical	18.2.2	Hired pre-1/1/03: State one party rate employee only; 5 year vesting Hired post 1/1/03 and pre-7/1/2014: State 100/90 plan EE, EE + sp, EE + dependents; 10 years PERS service 50% vested, 20 years PERS service 100% vested, 5 years with LGVSD
	18.2.3	Hired after 7/1/2014: 10 years of District service, 50% vested, 100% vested at 20 years of District service. Employee only coverage based on the One Party State Rate.
Boot Stipend	19	Annual \$325, to eligible employees to be paid on first full pay period check in January
Prescription Safety Glasses	19	Every two years \$305, as of 7/1/2021 to eligible employees

Note: Employees of the Unrepresented Bargaining Group do not have rights under the MOU as they pertain to discipline, discharge or employment status. Reference to the MOU sections in this document in terms of defining benefits offered to this group is for convenience only.

Note: This summary is for administrative convenience only. If there is a discrepancy between the information in the table and contract, the contract will apply.