

CARMICHAEL WATER DISTRICT
Classification Specification

Job Class: General Manager
FLSA Status: Exempt
Supervisor: Board of Directors
Effective Date: October 2016

Description and Distinguishing Characteristics

Under broad policy and general administrative direction from the Board of Directors ("the Board"), the General Manager plans, organizes, directs and reviews the overall administrative activities and operations of the District; provides advice and assists the Board; and represents the District's interests at local, regional, state and federal levels. The position is employed under contract as the Executive Officer for the District, which is the highest-level position in the organization.

Broad Duties

The broad duties of the General Manager are set forth in the California Water Code as follows:

Section 30580

The General Manager shall:

- (a) Have full charge and control of the maintenance, operation, and construction of the water works or water-works system of the District.
- (b) Have full power and authority to employ and discharge all employees and assistants at pleasure.
- (c) Prescribe the duties of employees and assistants.
- (d) Fix and alter the compensation of employees and assistants subject to approval by the Board.

Section 30581

The General Manager shall also:

- (a) Perform other duties imposed by the Board.
- (b) Report to the Board in accordance with the rules and regulations as it adopts.

Essential Duties and Responsibilities

The following duties are typical for this position. Depending upon the assignment, the position may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices. The Board retains the right to add, remove, or change duties at any time.

- Serve as the Chief Executive Officer of the District.
- Perform as the District Incident Manager when Emergency Response Plan is implemented.
- Attend District Board and committee meetings; present reports and agenda items regarding District programs.
- Represent the District as an officer of the Board or committee as appointed.
- Direct the development, implementation and enforcement of District goals, objectives, policies, regulations, and procedures; approve new or modified programs, systems and administrative/personnel policies and procedures.
- Coordinate District activities with outside agencies and organizations.
- Provide consultation, advice and recommendations for the Board's consideration and adoption; provide staff assistance to the Board.
- Effectively represent the District and its interests with federal, state and local agencies and elected officials, other special districts, professional groups and the public.
- Direct and oversee the development of Board agendas.
- Direct and oversee the development, presentation and administration of the District budget; make recommendations to the Board on final expenditure levels.

- Confer with outside legal counsel on legal and regulatory issues affecting the District.
- Maintain awareness of operation practices and recommend changes which increase the efficiency and economy of district operations.
- Review and authorize District contracts, leases, agreements with other agencies, and other legal and financial documents.
- Direct projects, programs, grants and contracts.
- Research, prepare, and present technical and administrative reports and studies to the Board and a variety of committees and the public; prepare written correspondence.
- Establish and maintain cooperative working relationships with co-workers, the Board, outside agencies, and the public.
- Comply with District, local, state and federal regulations; work with consultants on regulatory and compliance requirements; provide advice/consultation regarding legislation to the District and Board.
- Participate in collective bargaining process.
- Provide leadership and guidance to all District employees.
- Approve the appointment of personnel.
- Mentor, supervise, train, discipline, and evaluate the performance of direct reports.
- Perform related duties as assigned.

Qualifications

Knowledge of:

- Public water system operations.
- Principles, methods, techniques and objectives of public administration.
- Planning, organizing, directing, and supervising the operations of a special district.
- Policies, rules and regulations, and procedures development and enforcement.
- Principles and practices of leadership, motivation, team building, and conflict resolution.
- Federal, state, county and local regulatory compliance.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of safety and risk management.
- Project management.
- Budget principles and fiscal controls.
- Cost estimating and contract administration.
- Public personnel administration, labor relations, and employer-employee relations.
- Research and evaluation methods.

Ability to:

- Plan, organize, coordinate, and direct District's operations to achieve efficient operations and meet program goals.
- Exercise leadership, authority, and supervision tactfully and effectively.
- Exercise good judgment.
- Administer a District budget and fiscal control process.
- Evaluate and make recommendations on improvements to existing District operations, programs, and services.
- Collect, organize, and analyze data on variety of topics.
- Analyze situations and make sound recommendations in support of District goals.
- Communicate effectively both orally and in writing with the Board of Directors, District management, co-workers, and the public in one-to-one and group settings.
- Understand, interpret and apply laws, rules, regulations and ordinances relating to District activities.
- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, and policies.

- Effectively represent the District with the public, community groups, contractors, and other organizations.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, personal computer and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.

Physical Requirements

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- Travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District related duties and activities.
- Regularly work in an office environment:
 - Work at a desk/table for an extended period of time; sit and stand for an extended period of time.
 - Ability to bend (neck and waist), squat, climb, crouch, stoop, kneel, twist, grasp, fine manipulation, push, pull, reach (above and below shoulder level), balance, stand, walk.
 - Ability to reach, lift, carry and move objects up to 25 pounds (e.g. storage boxes, large binders, books, outreach materials and supplies, tables, chairs, popup shade structures, etc.).
 - Repetitive use of hands.

Environmental and Working Conditions

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Regularly work in ambient room temperatures, lighting and traditional office equipment as found in a typical office environment.
- Work outside of business hours (i.e. nights, weekends, holidays, etc.) as required to meet the needs of the District.
- The performance of this position may occasionally require exposure to job site, distribution and production areas where:
 - Certain areas may require the use of personal protective equipment such as hard hats, safety glasses and hearing protection.
 - May be both indoors and outdoors in all weather conditions with exposure to dust, dirt, water and significant temperature changes between cold and heat; on various types of terrain and footing which may be slippery or uneven; around moving objects or vehicles; in small/tight spaces.
 - May be around machinery with moving parts or stationary equipment; near hazardous chemicals; exposed to fumes/smoke/gases.

Education, Experience and Certification

Required:

- A Bachelor's Degree from an accredited college or university with major course work in Business, Public Administration, Engineering or a closely-related field.
- Eight years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Six years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Three years of managerial experience in a public agency.

Desirable:

Any equivalent combination of education and experience which provides the knowledge and abilities

necessary to perform the work – for example:

- Master's Degree (MBA/MPA) from an accredited college or university in Business, Public Administration, Engineering or a closely-related field.
- Nine or more years of broad and extensive experience in a management position responsible for the formulation and implementation of programs, budgets and administrative operations.
- Seven or more years of increasingly responsible management or supervisory experience related to business, public administration or engineering programs and functions.
- Four or more years of managerial experience in a public agency; water agency highly desirable.

Licenses

- Possess a valid State of California Class C driver's license.
- Proof of good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration.

License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.

NOTE: The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.

**CARMICHAEL WATER DISTRICT
FIRST AMENDED AND RESTATED
GENERAL MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into as of February 24, 2020, in Carmichael, California, by and between the Carmichael Water District (“District”) and Cathy Lee (“General Manager” or “Ms. Lee”).

RECITALS:

- A.** The Board of Directors of the District (the “Board”) desires to employ the services of Ms. Lee as General Manager of the District, and to provide certain benefits, establish certain conditions of employment, and to set working conditions of the General Manager; and
- B.** Ms. Lee consents to be employed as General Manager of the District on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises above-stated and the mutual covenants, terms and conditions contained herein, the parties agree as follows:

- 1. Employment.** The District hereby agrees to employ Ms. Lee as General Manager (including the duties of Board Secretary) of the District to perform the functions and duties of General Manager as specified in the District’s Policy Manual, Director’s Policy Manual, and General Manager job description, this Agreement, and as directed from time to time by the Board. Ms. Lee hereby accepts such employment as General Manager of the District. In accordance with the provisions of sections 53262 and 54957 of the Government Code, this Agreement is subject to ratification in an open session of a regular meeting of the Board.
- 2. Term.** The term of this Agreement shall be from March 30, 2020 to March 31, 2025 (“Term”). The term of this Agreement may be extended or modified upon mutual written agreement of the Board and Ms. Lee.
- 3. Duties.** Ms. Lee will be the chief executive officer of the District, and will work under the direction of the Board. Ms. Lee’s duties under this Agreement will be those enumerated in the policy manuals and assigned to the office of the General Manager and District Secretary, as described in the job description for the General Manager position and as adopted and amended from time to time by the Board, and such other duties and responsibilities as may be assigned by the District Board of Directors. The current job description for the General Manager is attached as Exhibit A to this Agreement.

4. Work Hours. Ms. Lee will devote her full time, attention and energies to her duties, and will be available to work at such times as necessary to fully and competently perform the duties of General Manager, regardless of the number of hours involved. The compensation provided under Section 6 of this Agreement is the total salary for all work that the General Manager performs under this Agreement. As an exempt employee, the General Manager shall not be entitled to any form of compensation for hours worked in excess of a forty-hour work week. Ms. Lee acknowledges that the duties of General Manager may require an average of more than forty hours per week, and that some day-to-day work hours may vary (for example on Board or committee meeting days). Normal office hours for the General Manager shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. It is understood that the General Manager may adjust said work hours as appropriate and consistent with her obligations hereunder.

5. Outside Activities. The General Manager shall be committed to the management of the District. Accordingly, the General Manager shall not engage in any activities that conflict with or are otherwise incompatible with her duties and responsibilities as General Manager. The Board will consider Board-approved service rendered to the water industry in the form of participation in the trade and professional associations to be acceptable activities, so long as the work of the General Manager on behalf of the District is not adversely affected. The General Manager shall submit annually a budget of the hours and direct expenses which represent an estimate of the cost of participation in such outside activities for review and approval by the Board in conjunction with the District's annual budget.

6. Compensation. During the term of this Agreement, Ms. Lee will be paid a salary in the amount of \$16,829.25 per month (\$201,951 per year). The District will pay Ms. Lee in accordance with the pay periods established for all District employees. This Base Salary becomes effective as of next period after approval of this Agreement. On the basis of the evaluation and review described in Section 10 of this Agreement, the Board will consider the General Manager for further adjustments in her compensation annually at the January regular board meeting beginning in 2023. The Board also will provide Ms. Lee with a one-time performance bonus award of \$10,000 to be paid in the next pay period after approval of this Agreement.

7. Benefits. The District shall provide the General Manager during the Term with the following benefits:

- a. The General Manager shall be provided with health insurance, dental insurance, vision care insurance, life insurance, and long-term disability insurance benefits on the same terms and conditions as other full-time employees of the District in accordance with the District's Policy Manual, as that manual may be amended by the Board from time to time.

- b. The General Manager shall be provided with worker's compensation and unemployment insurance on the same terms and conditions as other full-time employees of the District in accordance with the Policy Manual.
- c. The General Manager shall receive retirement benefits on the same terms and conditions as other full-time employees of the District in accordance with the Policy Manual. Notwithstanding the foregoing, the District shall pay 100 percent of the General Manager's employee contributions to the extent permitted by law. If CalPERS does not permit such payments, the District shall negotiate in good faith to provide an equivalent benefit to the General Manager.
- d. The General Manager shall receive paid holidays consistent the Policy Manual.
- e. The General Manager shall be granted 25 days of paid vacation time per calendar year. Paid vacation time earned by the General Manager shall otherwise be subject to the same terms and conditions as paid vacation earned by other full-time employees of the District under the Policy Manual.
- f. The General Manager shall receive paid sick leave on the basis of eight hours sick leave for each full calendar month of employment, or 12 days per year. The General Manager's use of, and payment for, unused sick leave shall be subject to the Policy Manual.
- g. Ms. Lee will be entitled to be reimbursed for the reasonable amount of her actual and necessary expenses incurred in carrying out her duties as General Manager. The District agrees to maintain memberships in professional and trade associations and pay dues for such institutional and professional organizations as requested by the General Manager and approved in advance by the Board. In addition, the General Manager shall be reimbursed for conferences, seminars or other meetings, travel, and subsistence expenses and other job affiliated, non-personal expenses incurred in the conduct of District business. Attendance at conferences, seminars or similar meetings shall be approved by the Board. Claims for reimbursement shall be supported by vouchers, receipts, statements, or personal affidavits, and shall be submitted for approval in accordance with the District's normal practices for approving employee reimbursements.
- i. The District will reimburse the General Manager for use of her personal vehicle while on District business at the mileage rates established for other employees of the District. This provision does not apply to the General Manager's commute to and from work.
- k. The General Manager shall have the same benefits as other full-time employees of the District with respect to court duty as specified in the Policy Manual.

1. The District shall contribute up to \$200 per pay period as a matching share to the General Manager's deferred compensation plan contributions.

The General Manager shall not be entitled to any compensation and benefits other than those set forth in Section 6 and this Section of this Agreement.

8. Termination. This Agreement may be terminated in any one of the following ways:

- a. By mutual agreement of the parties, expressed in writing.
- b. The General Manager may terminate this Agreement by voluntary resignation of her position. In the event that the General Manager voluntarily resigns, she shall give the District at least 60 days' advance written notice of her last day of work. Ms. Lee shall be entitled to all earned salary and other earned benefits up to the effective date of her resignation.
- c. The Board may terminate the General Manager's employment for any reason and at any time immediately upon notice to the General Manager. If this occurs, and notwithstanding the Term of the Agreement, the District will pay the General Manager a cash severance equal to four months' salary if termination occurs. The General Manager also shall be paid earned salary and other earned benefits up to the date of termination. After separation, the General Manager shall be entitled to continue health insurance coverage under the District's group plans in which she has participated at her own expense pursuant to COBRA.
- d. Notwithstanding Section 8.c., above, in the event that the General Manager is terminated because of the General Manager's conviction of any felony, any offense involving a violation of her official duties, or abuse of her office or position, or any offense the conviction of which by statute provides for her removal from office or the forfeiture of her position, then, in that event, the District shall have no obligation to pay any severance pay designated in Section 8.c. However, the General Manager shall be paid any earned salary and other earned benefits up to the date of termination.
- e. As required by California Government Code section 53260, and notwithstanding the Term of this Agreement or any different arrangement set forth in Section 8.b., above, if this Agreement is terminated the maximum cash settlement that the General Manager can receive is an amount equal to her monthly salary multiplied by the months left on the unexpired term of the Agreement. In addition, if the General Manager is convicted of a crime involving an abuse of her office or position, the General Manager shall fully reimburse to the District any cash settlement received under Section 8.c., above. "Abuse of office or position" means the definition in California Government Code section 53243.4.

f. Notwithstanding any other provision in this Section 8, if the District places the General Manager on paid administrative leave pending an investigation into her suspected or alleged wrongdoing, any salary provided for the paid administrative leave shall be fully repaid by the General Manager to the District if the General Manager is convicted of a crime involving an abuse of her office or position. "Abuse of office or position" means the definition in California Government Code section 53243.4.

9. Absence Without Pay. Except as required by law, the General Manager shall be permitted to take a leave of absence without pay only upon the prior written approval of the Board, and for such a term as the Board may approve. No vacation time or sick leave shall accrue to the General Manager's credit during the period of any such leave of absence. The Board may require the General Manager to exhaust all accrued vacation and/or sick leave before being eligible to request an unpaid leave, or that the General Manager use her accrued vacation and/or sick leave during the leave, depending on the reason for the leave.

10. Evaluation and Review. The Board shall formally review and evaluate the performance of the General Manager annually. Normally this review will be conducted in January of each year.

11. Legal Defense. In addition to other rights provided by law, the General Manager shall be entitled to legal defense from the District, at the District's expense, for an administrative proceeding or a criminal action or proceeding brought against the General Manager if the Board finds:

- a. The administrative proceeding or the criminal action proceeding is brought on account of an act or omission in the scope of the General Manager's employment as an employee of the District; and
- b. The Board determines that such defense would be in the best interest of the District and that the General Manager acted, or failed to act, in good faith, without actual malice and in the apparent interest of the District.

Notwithstanding the above, if the District expends funds for the legal criminal defense of the General Manager, any such funds shall be fully reimbursed by the General Manager to the District if the General Manager is convicted of a crime involving an abuse of her office or position. "Abuse of office or position" means the definition set forth in California Government Code section 53243.4.

12. Notices. Any notice to be given to Ms. Lee will be sufficiently served if delivered personally, or if deposited in the United States Mail, regular pre-paid mail, addressed to Ms. Lee at her most recent residence address as shown on the District's payroll records. Any

notice to be given to the District will be addressed and delivered or mailed to the Board of Directors at the District office.

13. Entire Agreement. This Agreement constitutes the sole, entire, integrated and exclusive contract between the parties respecting Ms. Lee's employment by the District, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this Agreement are void and of no effect.

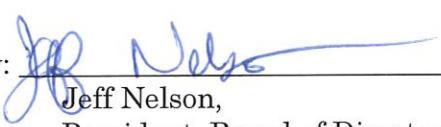
14. Amendment. This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by the District must be approved by the Board in a noticed regular public meeting. Individual Directors do not have the authority, express or implied, to amend, modify, waive or in any way alter this Agreement or the terms and conditions of Ms. Lee's employment.

15. Severability. If any provision or any portion of any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion of it, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

16. No Assignment. This Agreement is personal to Ms. Lee. Neither the Agreement nor any part of it may be transferred or assigned. Subject to this restriction on transfer and assignment, this Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

17. Construction and Interpretation. The parties acknowledge and agree that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to review and revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

By: 
Jeff Nelson,
President, Board of Directors

By: 
Cathy Lee

**AMENDMENT NO. 1 TO
FIRST AMENDED AND RESTATED GENERAL MANAGER
EMPLOYMENT AGREEMENT**

This Amendment No. 1 to the First Amended and Restated General Manager Employment Agreement ("First Amendment to Agreement") is entered into as of April 18, 2023, in Carmichael, California, by and between the Carmichael Water District ("District") and Cathy Lee ("General Manager" or "Ms. Lee") and made effective as of April 3, 2023.

RECITALS:

- A. On February 24, 2020, District and Ms. Lee entered into an agreement for the District's employment of Ms. Lee as General Manager of the District - the First Amended and Restated General Manager Employment Agreement (referred hereto as the "Agreement"); and
- B. The District and Ms. Lee desire to amend the Agreement to provide her a cost of living adjustment (COLA) to her salary, as approved by the Board of Directors in an open session of a noticed public meeting on April 18, 2023, and as set forth in this First Amendment to Agreement.

AGREEMENT:

1. Amendment of Section 6 of the Agreement. This First Amendment to Agreement amends and replaces in full Section 6 of the Agreement concerning as follows:
 6. **Compensation.** *Ms. Lee is paid a salary in the amount of \$16,829.25 per month (\$201, 951 per year). The District provided a 7% COLA to all other employees as approved by the Board of Directors at its February 12, 2023 Regular Board meeting. Effective with the pay period beginning April 3, 2023, Ms. Lee will receive the same COLA adjustment and will be paid a salary in the amount of \$18,007.33 per month (\$216,088 per year). The District will pay Ms. Lee in accordance with the pay periods established for all District employees. On the basis of the evaluation and review described in Section 10 of this Agreement, the Board will consider the General Manager for further adjustments in her compensation annually at the January regular board meeting beginning in 2024.*
2. Effect on Agreement. Except as specifically provided herein in this First Amendment to Agreement, the Agreement, and each of its terms and conditions, shall remain in full force and effect and are incorporated in full herein by this reference.

CARMICHAEL WATER DISTRICT

By: Ronald Davis
Ronald Davis
President, Board of Directors

By: Cathy Lee
Cathy Lee

**AMENDMENT NO. 2 TO
CARMICHAEL WATER DISTRICT
FIRST AMENDED AND RESTATED GENERAL MANAGER
EMPLOYMENT AGREEMENT**

This Amendment No. 2 to the First Amended and Restated General Manager Employment Agreement ("First Amendment to Agreement") is entered into as of July 16, 2024, in Carmichael, California, by and between the Carmichael Water District ("District") and Cathy Lee ("General Manager" or "Ms. Lee") and made effective as of January 17, 2024.

RECITALS:

A. On February 24, 2020, District and Ms. Lee entered into an agreement for the District's employment of Ms. Lee as General Manager of the District - the First Amended and Restated General Manager Employment Agreement (referred hereto as the "Agreement"); and

B. The District and Ms. Lee desire to amend the Agreement to provide her a cost of living adjustment (COLA) to her salary, as approved by the Board of Directors in an open session of a noticed public meeting on July 16, 2024, and as set forth in this First Amendment to Agreement.

AGREEMENT:

1. Amendment of Section 6 of the Agreement. This Second Amendment to the First Amended and Restated General Manager Employment Agreement amends and replaces in full Section 6 of the original Agreement concerning as follows:

6. Compensation. *Ms. Lee will be paid a salary in the amount of \$18,007.33 per month (\$216,088 per year). The District provided a 5% COLA to all other employees as approved by the Board of Directors at its February 20, 2024 Regular Board meeting. Effective with the pay period beginning January 17, 2024, Ms. Lee will receive the same COLA adjustment and will be paid a salary in the amount of \$18,907.70 per month (\$226,892.43 per year). The District will pay Ms. Lee in accordance with the pay periods established for all District employees. On the basis of the evaluation and review described in Section 10 of this Agreement, the Board will consider the General Manager for further adjustments in her compensation annually at the January regular board meeting beginning in 2024. The Board also will provide Ms. Lee with a one-time performance bonus award of \$5,000 to be paid in the next pay period after approval of this Agreement.*

2. Effect on Agreement. Except as specifically provided herein in this Second Amendment to Agreement, the Agreement, and each of its terms and conditions, shall remain in full force and effect and are incorporated in full herein by this reference.

CARMICHAEL WATER DISTRICT

By:

Paul Selsky

President, Board of Directors



By:

Cathy Lee

Cathy Lee