

## **FIFTH AMENDED AND RESTATED EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER OF SOUTH COAST WATER DISTRICT**

This FIFTH Amended and Restated Employment Contract for Services as General Manager (“Contract”) is made and entered into by and between the SOUTH COAST WATER DISTRICT (“District”), a California County Water District, and Rick Shintaku (“Employee”). District and Employee may be individually referred to herein as “Party” or collectively as “Parties”.

### **RECITALS**

A. District’s Board of Directors (“Board”) appointed Employee as the District General Manager (“GM”), and the District and Employee entered the original Employment Contract for Services as General Manager of South Coast Water District, dated October 25, 2018 (“2018 Contract”).

B. The 2018 Contract was effective as of October 25, 2018 and employed Employee as the GM for an initial three (3) year term, continuing through and including October 25, 2021.

C. The 2018 Contract required the Board to review the performance of Employee annually, and, having completed Employee’s 2019 annual performance evaluation, District and Employee reached an amended agreement on the terms of his continued appointment as GM (“2019 Amended and Restated Contract”).

D. The Board having completed Employee’s 2020 annual performance evaluation, District and Employee reached a further amended agreement on the terms of his continued appointment as GM (“2020 Amended and Restated Contract”).

E. The Board having completed Employee’s 2021 annual performance evaluation, District and Employee reached a further amended agreement on the terms of his continued appointment as GM (“2021 Amended and Restated Contract”).

F. The Board having completed Employee’s 2022 annual performance evaluation, District and Employee reached a further amended agreement on the terms of his continued appointment as GM (“2022 Amended and Restated Contract”).

G. The Board having completed Employee’s 2023 annual performance evaluation, District and Employee reached a further amended agreement on the terms of his continued employment as GM, and Employee was awarded (1) a \$7,500 performance bonus for fiscal year 2022, (2) a six percent (6%) salary increase, (3) a \$3,200 contribution by the District to Employee’s voluntary retirement plan (457 Plan), and (4) an Annual Cost of Living Adjustment (“COLA”) of 5.1% for Fiscal Year 2023. Compensation adjustments will be retroactive to July 1, 2023.

H. The District and Employee desire to amend and restate the 2022 Amended and Restated Contract to memorialize the terms of his employment as GM going forward, as set forth herein.

I. Employee represents and warrants that he is qualified to perform such services.

J. Employee represents that he has read and understands the functions, responsibilities and duties of the GM set forth in the County Water District Act (California Water Code §§

30,000 *et seq.*) and in **Exhibit “A”** attached hereto, as may be amended from time to time.

## AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties agree as follows:

### SECTION 1. DUTIES.

A. District hereby agrees to continue to employ Employee as GM, to serve at the pleasure of the Board. The GM shall be the Chief Executive Officer of the District and, as such, shall have responsibility for implementing the Board’s policies. Employee shall perform the functions and duties specified in Exhibit “A,” and shall perform such other legally permissible and further duties, functions and performance expectations as shall, from time to time, be assigned by the Board, or as required by law.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements.

C. Employee’s duties require that he be available to address health, safety and time-sensitive matters of District business. The GM shall (a) have full charge and control of the maintenance, operation and construction of the water works or water-works system and other utility service systems of the District; (b) have full power and authority to employ and discharge all employees and assistants, subject to District personnel rules and law; (c) prescribe the duties of employees and assistants as required by law and adopted District policy; and, (d) fix and alter the compensation of employees subject to budget and policy overview by the Board. The GM shall also (1) perform other duties imposed by the Board; and (2) report to the Board in accordance with the rules and regulations it adopts.

### SECTION 2. TERM.

A. The 2018 Contract was effective as of October 25, 2018 (“Effective Date”) for an initial 3-year term. The 2019 Amended and Restated Contract was effective as of October 25, 2019 and retained the initial 3-year term from the 2018 Contract, continuing through and including October 25, 2021. The 2020 Amended and Restated Contract extended the term by three (3) years, continuing through and including October 25, 2024. This Contract, like the 2021 and 2022 Amended and Restated Contract(s), retains the extended term continuing through and including October 25, 2024, subject to termination by the Board at any time with or without cause, as provided in this Contract. Unless the Board gives a written notice of non-renewal to Employee at least sixty (60) days prior to expiration of the initial or any subsequent term, the Contract shall automatically renew for an additional one (1) year term. Such renewed employment shall be on the same terms as this Contract. Employee or his delegated staff shall provide the Board with thirty (30) days prior written notice in advance of the non-renewal deadline.

It is expressly understood that Employee, in his capacity as GM, is an at-will employee serving at the pleasure of the Board, subject to termination at any time, with or without cause, and with no right to any pre-termination or post-termination due process hearing, including any so-called *Skelly* hearing.

Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee or the District to voluntarily terminate this Contract. Either the District or the Employee has the right for any reason or no reason at all, at its or his option, to terminate this Contract at any time without cause by giving thirty (30) days written notice. Such notice shall be given to the District at 31592 West Street, Laguna Beach, CA 92651, and to the Employee at his place of employment.

B. Termination without Cause

In the event the District terminates Employee's employment without cause upon vote of a majority of the Board (i.e., three of five members) at a duly noticed Board meeting, the Employee shall be entitled to the following severance rights in accordance and consistent with the terms of California Government Code sections 53260 through 53264, et seq.:

1. If Employee is terminated without cause, Employee will receive a lump sum (subject to appropriate deductions) equivalent to three (3) months' salary, within ten (10) days of the effective date of the termination without cause. Employee will also receive medical, dental, and vision benefits for a three (3) months period, as applicable, or until such time as Employee finds other employment, whichever occurs first, at the rate in effect at the date of termination; and,
2. Compensation for unused vacation paid at the salary rate in effect at the date of termination, and unused but accrued sick leave paid at fifty percent (50%) the salary rate in effect at the date of termination (such accrual and compensation to be consistent with the terms of Section 7.A and 7.B of this Contract). If the Employee is convicted of a crime involving an abuse of his office or position (as defined in Government Code Section 53243.4, or its successor), the District shall be entitled to reimbursement of paid severance consistent with the requirements of State law.

C. Termination for Cause

In the event the District terminates Employee's employment "for cause" as defined below upon vote of a majority of the Board (i.e., three of five members) at a duly noticed Board meeting, the District shall provide to Employee a written notice of termination. The written notice of termination will specify (1) the particular cause(s) and the reason(s) justifying the termination of the Contract for cause, and (2) the opportunity of Employee to be heard before the District Board of Directors on the reasons for his termination. If Employee requests a hearing, the hearing will be held at the Board's earliest convenience in a closed session; unless the right to a public hearing is required by statute and a public hearing is requested by Employee. After the hearing, the Board may affirm, modify or reverse its decision to terminate for cause. Under no

circumstances shall the Employee be entitled to reinstatement to the position of General Manager as a result of any decision to modify or reverse its decision to terminate for cause. If the Board determines that no cause exists for termination, or as may otherwise be determined on appeal, the Board shall have the continuing right to terminate the employee “without cause” as otherwise set forth in this Agreement.

For purposes of this Agreement, the following will justify termination for cause, including but not limited to:

1. Loss of mental capacity for more than six consecutive months as determined by a court of competent jurisdiction;
2. Habitual or willful neglect of duty;
3. Willful destruction or misuse of District property;
4. Habitual intoxication on duty, whether by alcohol or non-prescription drugs;
5. Extended absence without leave;
6. Violation of the Federal, State or District discrimination laws or policies, including, but not limited to, race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age concerning either members of the general public or District employee(s) while acting in the course and scope of employment, and while acting without the prior approval or direction of the District;
7. Unlawful retaliation against any other District officer or employee or member of the general public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto;
8. Unlawful violation of any conflict of interest or incompatibility of office laws;
9. Performance of material outside business interests that conflict directly with the activities and duties as District Manager;
10. Refusal to take or subscribe any oath or affirmation which is required by law;
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude (a conviction following a plea of *nolo contendere* is deemed a conviction).

Termination for cause may not include a refusal by Employee to carry out a request of any single Board member to undertake an activity that is in actual contravention of statute, such as, but not necessarily limited to, the Brown Act, Public Records Act, ethics laws or Political Reform Act of 1974.

### SECTION 3. COMPENSATION.

A. Through the 2022 Amended and Restated Contract, Employee’s base monthly salary is \$22,760, which is the equivalent of \$273,124 annually. The Board has agreed to a 6% salary increase, effective July 1, 2023. Therefore, the District agrees to pay Employee for services rendered pursuant hereto at a base monthly salary of \$24,126, which is the equivalent of \$289,511 annually, payable on the normal District payroll schedule. In addition, the Board has agreed to, and the District will pay Employee a \$7,500 performance bonus for Fiscal Year 2022, per Section 4(B) below.

### SECTION 4. PERFORMANCE EVALUATION.

A. The performance review and evaluation process set forth herein is intended to

provide review and feedback to Employee so as to facilitate a more effective management of the District. Nothing herein shall be deemed to alter or change the employment status of Employee, nor shall this Section be construed as requiring “cause” to terminate this agreement or the services of Employee hereunder.

B. The Board will review the performance of Employee annually. The targeted annual review date is July 31 of each year. The review will cover the latest twelve (12)-month period and will focus on the Employee’s achievements, contributions, Board expectations, effectiveness and leadership. The review will also be used to establish the performance goals and objectives for the next twelve (12) months of service, or through the end of the contract term. In conjunction with each annual performance evaluation, at the Board’s sole discretion, the Board may consider any appropriate (i) merit pay, (ii) cost of living, or (iii) other compensation adjustment. Beginning in 2020, Employee is eligible annually for a performance bonus, as determined by the Board based on review of performance and accomplishment of mutually agreed goals as described in **Exhibit “B”** attached to this Contract. Such performance bonus is at the sole discretion of the Board wherein, following successful completion of the goals in Exhibit “B”, Employee may be eligible for a one-time performance-based payment of up to 10% of his annual salary for the immediately preceding year. That performance bonus would be payable within one month of completion of Employee’s annual review but no later than the anniversary of the Effective Date (October 25th). Exhibit “B” shall be replaced annually per mutual agreement of the Board and Employee. At the Board’s discretion, Employee’s salary may be subject to District COLA increases provided to other District employees, if any. For Fiscal Year 2023, the Board awards Employee a COLA increase of 5.1% as part of Employee’s merit pay consideration.

C. The Board may also conduct special Employee performance reviews at any time. Employee may also request the Board conduct a special review at other times, to be conducted at the discretion of the Board.

D. Performance evaluations shall be performed in the presence of the GM at a Board meeting with at least three Board members present. The District will prepare a written summary of each performance evaluation of Employee, and to include the same in his personnel file within two (2) weeks following conclusion of the review and evaluation process.

#### SECTION 5. BENEFITS.

Along with general employee COLA adjustments, District shall provide to Employee the exact same benefits, including retirement benefits, if any, as are afforded to other employees of District in accordance with District policies, as they may be revised or amended from time to time in the future. The Board has agreed to, and the District will pay, \$3,200 per year to Employee’s voluntary retirement plan (457 plan). Employee’s participation in these plans and benefits shall be in accordance with official plan and benefits documents and related District policies, if any, as such plans or policies may be amended from time to time in the future. This section is interpreted consistently with those plans and those policies, as amended if applicable.

#### SECTION 6. PROFESSIONAL DEVELOPMENT AND BUSINESS EXPENSES.

Subject to approval during the annual budgetary proceedings, District agrees to pay reasonable: (i) travel and subsistence expenses of Employee for necessary professional and official travel to and from attendance at conferences, seminars, and meetings consistent with District policy; and (ii) professional dues and licensing fees, books, and subscription expenses necessary and desirable to continue the professional development of Employee and to adequately pursue



necessary official and other functions for District, including national, regional, state, and local governmental groups and committees thereof which Employee and/or District serves as a member.

At all times, GM expenditures undertaken for general business purposes shall be reimbursed consistent with District travel and expense reimbursement policies.

#### SECTION 7. HOURS AND TIME OFF.

A. Employee shall accrue paid vacation time at the rate of 160 hours per year (13.34 hours per month). Such vacation may be carried over, if not used, with a vacation time cap limit of 360 hours or 9 weeks. Employee shall also be entitled to take off 40 hours of paid executive/management leave, which time expires at the end of each calendar year and may not be carried over to the next year. All other District policies with respect to vacation time shall be on the same terms as are afforded to other employees of the District, as set forth in District policies, as they may be revised or amended from time to time in the future. Employee has discretion to schedule his vacation so long as that vacation is scheduled in such a way as to avoid unnecessary detriment to the District's operations. Employee will provide reasonable notice to the Board, of scheduled vacation dates and will identify employees who will perform the Employee's duties during his absence. This section is to be interpreted consistent with those policies, as amended if applicable.

B. Employee shall accrue paid sick leave on the same terms as are afforded to other employees of District, as set forth in District policies, as such policies may be amended from time to time in the future. This section is interpreted consistently with those policies, as amended if applicable.

C. Employee shall receive a monthly transportation expense allowance in an amount of \$650.00, payable in lieu of mileage and any other vehicle-related costs and expenses. Employee agrees the vehicle allowance covers all vehicle costs and expenses that may be incurred by Employee in connection with the use of his private vehicle for District business, including but not limited to insurance, maintenance and fuel costs. Employee's use of his private vehicle while conducting District business is governed by the District policies, which Employee is required to follow. Employee shall be provided, at the District's expense and discretion, a District mobile phone and laptop computer or tablet to be used for District business. The use of a District phone, laptop computer, tablet or other electronic device shall be consistent with the District's computer use and privacy policies, including the Computing Handbook.

D. Scheduled work shall be at least 40 or more hours per week as necessary to fulfill the general duties of Employee as described in Exhibit "A" and assigned by the Board from time to time. Employee shall generally be present on office premises during work hours, and by 9:00 a.m. Monday through Thursday. Employee may flex his on-premises hours consistent with business, Board and staff requirements. Notice shall be provided to the Board and staff of significant flex time off premises and extended time away from the performance of job duties, including, but not limited to vacations, extended illness and leaves. During such significant time from the premises or otherwise away from the performance of job duties, Employee shall assign appropriate management staff to provide oversight, with notice to the Board and staff.

E. Employee shall not accept any other employment during the course of this agreement and shall devote his full time to the General Manager position. Employee will not engage in any other business activity, whether or not Employee is compensated therefor, without the express consent of the Board. This prohibition does not apply to charitable and volunteer

services or any other lawful conduct which does not conflict with District interests.

F. District shall pay for all official bonds required for the office of the General Manager.

G. Employee shall be a member of District's retirement plan adopted and existing pursuant to contract with the State of California Public Employees' Retirement System ("CalPERS") or equivalent as may be selected and approved by the Board in accordance with official plan documents and related District policies, as such plan or policies may be amended from time to time in the future. This includes all plan limitations, requirements and restrictions, including those imposed by statute and CalPERS interpretation. This section is interpreted consistently with that plan, applicable statutes and those policies, as amended if applicable.

#### SECTION 8. GENERAL PROVISIONS.

A. This Contract shall constitute the entire agreement between the Parties.

B. In accordance with the provisions of section 53262 of the California Government Code, this Contract is subject to ratification in an open session of a meeting of the Board of Directors of the District.

C. California Government Code Section 53260 requires the following statement in all contracts of employment between an employee and a local government employer: Regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. 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.

D. To the full extent and manner provided for public employees by applicable law, the District shall indemnify, defend, and hold Employee harmless against any and all demands, claims, suits, actions and legal proceedings brought against him in his official or personal capacity and arising out of events within the scope of his employment with the District. However, pursuant to California Government Code section 53243 et. seq., any funds provided in the legal criminal defense of any demands, claims, suits, actions or legal proceeding brought against Employee or paid leave salary provided by District to Employee pending an investigation, or, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the District, shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his office or position.

E. This Contract shall be governed by the laws of the State of California. Any dispute will be heard in Orange County, California.

F. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

G. Any assignment of the rights or obligations of Employee hereunder without the express approval of District shall be void.

H. This Contract may be amended only by a subsequent writing approved and signed by both Parties. Any amendment by the District must be approved by the District Board of Directors at a duly noticed public meeting upon vote of a majority of the Board (i.e., three of five

members). Individual Board members do not have the authority, express or implied, to amend, modify, waive or in any way alter this Contract or the terms and conditions of this Contract.

I. This Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Contract supersedes all negotiations and previous agreements between the Parties with respect to all or any part of the subject matter hereof.

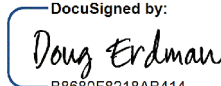
J. If any provision or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract or portion thereof, shall not be affected, and shall remain in full force and effect.

K. The Parties agree and acknowledge that this Contract 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 Contract. 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 Contract.

L. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Contract, that he has read and understands this Contract, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Contract.

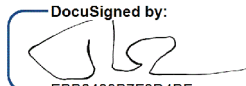
IN WITNESS WHEREOF, as duly authorized by the Board of Directors, the South Coast Water District has caused this Contract to be signed and duly executed by its Board President, and the Employee has signed and executed this Contract.

SOUTH COAST WATER DISTRICT (“District”)

DocuSigned by:  
By:   
Doug Erdman, President of the Board

Date: 10/31/2023

RICK SHINTAKU (“Employee”):

DocuSigned by:  
By: 

Date: 10/31/2023



**SOUTH COAST WATER DISTRICT****GENERAL MANAGER****DEFINITION**

Under policy direction, plans, organizes, and provides administrative direction and oversight for all District functions and activities; provides policy guidance and program evaluation to the Board of Directors and management staff; encourages and facilitates provision of services to District customers; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required.

**SUPERVISION RECEIVED AND EXERCISED**

Receives policy direction by the Board of Directors. Exercises general direction and supervision to the entire District staff through subordinate levels of supervision.

**CLASS CHARACTERISTICS**

The General Manager serves as the Chief Executive Officer of the District, accountable to the Board of Directors and responsible for enforcement of all District ordinances, policies, and procedures, the conduct of all financial activities and the efficient and economical performance of the District's operations.

**EXAMPLES OF ESSENTIAL JOB FUNCTIONS**

*Duties may include, but are not limited to, the following:*

- Plans, organizes, and administers, either directly or through subordinate management and supervisory staff, coordinates and evaluates the work of the District in accordance with applicable laws, ordinances, and regulations, and adopted policies and objectives of the Board of Directors.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Directors and the District; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual capital improvement and operating budgets for the District; authorizes directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the Board of Directors.
- Advises the Board of Directors on issues, programs, and financial status; prepares and recommends long- and short-range plans for District service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future District needs.
- Oversees the administration, construction, use and maintenance of all District infrastructure, facilities and equipment.
- Represents the District and the Board of Directors in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory and legislative organizations; acts as the District liaison with the media.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District.
- Provides for contract services and ensures proper performance of obligations to the District; has responsibility for enforcement of all District policies and procedures.
- Oversees the selection, training, professional development, and work evaluation of District staff; oversees the implementation of effective employee relations and related programs; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Oversees the maintenance of working and official District files.
- Ensures that the Board of Directors is kept informed of District functions, activities, and financial status,

and of legal, social, and economic issues affecting District activities.

- Monitors changes in laws, regulations, and technology that may affect District operations; implements policy and procedural changes as required.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation and evaluation, budget development and administration, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of groundwater treatment, water transmission and distribution, recycled water distribution, and wastewater collection program and project development and administration.
- Principles, practices, and procedures of public administration.
- Functions, services, and funding sources of a public agency government.
- Functions, authority, responsibilities, and limitations of an elected Board of Directors.
- Applicable Federal and State laws, codes, ordinances, and regulations.
- Principles and practices of budget development, administration, and accountability.
- Current social, political, and economic trends affecting the District and its service provision.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment.
- Computer applications related to the work.
- 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 dealing effectively with the public, vendors, contractors, and District staff, in person and over the telephone.
- Techniques for providing a high level of customer service to the public and District staff, in person and over the telephone.

### Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the District.
- Work cooperatively with, provide staff support to and implement the policies of the Board of Directors.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Oversee all District financial activities, including administering investments, the development and implementation of the District budget and the control of all expenditures and purchases.
- Interpret, apply, and explain complex laws, codes, regulations, and ordinances.
- Effectively represent the District in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory and legislative organizations and the media.
- Direct the preparation of and prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Prepare accurate and effective reports, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Use sound independent judgment within general legal, policy, and procedural guidelines.
- Organize own work, coordinate projects, set priorities, and meet critical time deadlines.
- Operate modern office equipment, including computer equipment and specialized software applications programs.
- 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 and maintain effective working relationships with those contacted in the course of the work.

### **EXPERIENCE AND TRAINING GUIDELINES**

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

#### **Experience:**

Five (5) years of management or administrative experience in a public agency setting. Experience in working with an elected Board or Council is desirable.

#### **Training:**

Equivalent to graduation from a four-year college or university with major coursework in business or public administration, engineering, finance, public policy, management, or a related field. Possession of an appropriate Master's degree is desirable.

#### **License or Certificate:**

- Valid California class C driver's license with satisfactory driving record.
- Valid registration as a Professional Civil Engineer in the State of California is desirable

### **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 and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter 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 hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

*The specific statements shown in each section of this classification description are not intended to be all-inclusive. They represent the essential functions and minimum qualifications necessary to successfully perform the assigned functions. Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

EXHIBIT B TO FIFTH AMENDED AND RESTATED GENERAL MANAGER  
EMPLOYMENT CONTRACT

**Annual Performance Bonus Payment  
Conditions  
2023-2024 Terms**

At the sole discretion of the District Board of Directors, upon significant progress or completion of the following projects, Employee shall be eligible for a performance bonus as described in Section 4(B) of the Contract:

1. **STRATEGIC PLAN:** Finalize the annual strategic plan and the District's Long-term Strategic Plan diligently and efficiently, including the re-alignment of the District's Key Performance Indicators and Continuous Improvement Plans with the American Water Works Association (AWWA) Effective Utility Management handbook. The plan will be completed in a way that aligns with the District's commitment to reliable and safe water service, environmental stewardship, and proactive community engagement, positioning the District for sustainable success in the long term.
2. **COMMUNITY SUSTAINABILITY OPPORTUNITIES:** Continue to monitor and participate in external stakeholder discussions as they relate to South Coast Water District. Actively engage in SOCWA discussions related to future structure and agreements that result in the best possible outcome for the District.
3. **DOHENY OCEAN DESALINATION PROJECT:** Successfully complete key planning phase items of the Doheny Ocean Desalination Project. Key items to include securing partners, determining financial and legal mechanisms, awarding PDBOM contract, preliminary geotechnical work, fulfilling permit conditions, stakeholder engagement, and commencing with design and engineering.
4. **CONSOLIDATED HQ & FACILITIES PLAN:** To ensure industry standards are achieved in efficient and effective utility management, the District will continue to implement a Facilities Master Plan and complete a consolidated headquarters needs assessment. This Plan will address safe and efficient operations, the need for employee well-being, regulatory compliance, enhanced customer service capabilities. Additionally, we will continue to rehabilitate existing District staffed facilities to support employee health and safety.
5. **FINANCIAL STUDIES & POLICIES:** To ensure the continued financial viability of the District, Staff will complete a Feasibility and Rate Structure Study and update the District's Financial Policies, such as Purchasing Policy and Reserve Policy.
6. **PROFESSIONAL DEVELOPMENT:** To assure continued organizational excellence now and in the future, we will actively encourage all staff to participate in the Professional Development Series (PDS), Quarterly All Hands Meetings, and Quarterly Lunch & Learn Meetings. Redevelop and launch the Leadership Focus, encourage employee development and training, and assure that all industry certifications are active and up to date.
7. **METER REPLACEMENT IMPLEMENTATION:** Identify, prioritize and implement a program that replaces old or obsolete meters throughout the District to improve accuracy, efficiency, problem-identification, and effective real time monitoring that will enhance customer service and response.

8. SECURITY, SYSTEMS, EMERGENCY RESPONSE & COMPLIANCE: To prioritize enterprise resiliency and other security vulnerabilities, the District will address identified areas of concern such as a Cyber-Security Response Plan, implementing Department of Homeland Security recommendations, and Emergency Action Plans for all facilities.