

**NOTICE OF ADJOURNED REGULAR MEETING
OF THE
BOARD OF DIRECTORS OF
EAST ORANGE COUNTY WATER DISTRICT**

PLEASE TAKE NOTICE that the East Orange County Water District (“EOCWD”) Board of Directors (“Board”) took action at its Regular Meeting held on November 19, 2020, commencing at 5:00 p.m., to adjourn to an Adjourned Regular Meeting to be held on **Tuesday, November 24, 2020, at 5:00 p.m.** at the EOCWD Offices located at 185 N. McPherson Road, Orange, CA 92869, or on-line as noticed on the attached agenda pursuant to the California Governor’s Executive Order No. N-29-20 executed on March 17, 2020.

The following business will be transacted:

1. see Exhibit “1” attached to this Notice
2. _____
3. _____
4. _____

DATED THIS 20th day of November, 2020.



JEFFREY A. HOSKINSON, Secretary
East Orange County Water District
and of the Board of Directors thereof

EXHIBIT 1

AGENDA
EAST ORANGE COUNTY WATER DISTRICT
(EOCWD)

Adjourned Regular Meeting
 Tuesday, November 24, 2020
 185 N. McPherson Road, Orange, California

5:00 pm

NOTE: Pursuant to California Governor's Executive Order No. N-29-20, executed March 17, 2020, members of the Board of Directors may elect to attend this Regular Meeting by telephone or video conference due to concerns relative to COVID-19 Coronavirus and avoidance of public gatherings. **THERE WILL BE NO PUBLIC LOCATION FOR ATTENDING THIS BOARD MEETING IN PERSON.** The public may attend either telephonically by calling into, or by videoconference by logging into, the meeting at:

To Access the Meeting by Computer/Device:

<https://zoom.us/j/91680490322?pwd=TVFvbHVnUVA3VERUNmITRDZhZ2UzUT09> or
 via shortlink: <https://bit.ly/333xbdq>

To Access the meeting by Phone:

Dial: (669) 900-6833

Meeting ID: 916 8049 0322 Passcode: 004452

Members of the public may (i) e-mail comments to Sylvia Prado at sprado@eocwd.com up to 30 minutes before the Board meeting; (ii) submit a speaker request via the on-line chat feature at the beginning of the meeting prior to Item 3; or (iii) verbally indicate their desire to comment during the time designated on the agenda, and the comments shall either be heard by or read to the Board, as applicable. Members of the public wishing to attend the meeting that require other reasonable modifications or accommodation to facilitate such attendance should contact Ms. Prado at (714) 538-5815 or the e-mail provided above at least twenty-four (24) hours before the meeting to make such request.

- 1. Call Meeting to Order and Pledge of Allegiance – Director Dulebohn**
- 2. Addition of Items Arising After Posting of Agenda Requiring Immediate Action**
 (Requires 2/3 vote or unanimous vote if less than 2/3 of members are present)

Recommended Motion: “THAT IT BE DETERMINED THAT THE NEED TO TAKE IMMEDIATE ACTION ON [SPECIFY ITEM(S)] CAME TO THE DISTRICT’S ATTENTION AFTER POSTING OF THE AGENDA AND THAT SUCH ITEM(S) BE ADDED TO THE AGENDA.”

3. Public Communications to the Board. Opportunity for members of the public to comment on agendized and non-agendized items. Each speaker is limited to three minutes. During this time, e-mail comments timely submitted to Ms. Prado shall be provided to the Board. Interested speakers who either verbally indicate their desire to speak during this item, or submitted a chat request at the beginning of the meeting, shall be afforded an opportunity to address the Board. At the discretion of the Board President, comments on a particular agendized item may be deferred until that item is heard by the Board.

4. Closed Session

A. Conference with Legal Counsel – Existing Litigation Govt. Code § 54956.9(d)(1)
Irvine Ranch Water District v. Orange County Water District, Case No. 30-2016-00858584-CU-WMCJC.

B. Public Employment Appointment/Employment
Govt. Code § 54957(b)
Title: General Manager

C. Report Out of Closed Session

5. Action Items

A. Considered Approval of General Manager Contract (Exhibit “A”).

Recommended Motion: “THAT THE BOARD APPROVE THE EMPLOYMENT AGREEMENT BETWEEN THE EAST ORANGE COUNTY WATER DISTRICT AND _____ FOR THE POSITION OF GENERAL MANAGER, AT THE SALARY OF \$231,649 PER YEAR AND BENEFITS AS SET FORTH IN THE CONTRACT AS PRESENTED.”

6. Adjournment

The scheduled date of the next Regular Meeting of the Board of Directors is **December 17, 2020, at 5:00 p.m.**, in the offices of the East Orange County Water District, 185 N. McPherson Road, Orange, California.

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the East Orange County Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection in the District’s office, 185 N. McPherson Road, Orange, California (“District Office”). If such writings are distributed to members of the Board less than 24 hours prior to the meeting, they will be available at the reception desk of the District Office during business hours at the same time as they are distributed to the Board members, except that if such writings are distributed less than one hour prior to, or during, the meeting, they will be available in the meeting room of the District Office.

Disability-related accommodations: If you have a disability and require any special disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, please contact Sylvia Prado at the District Office at (714) 538-5815 during business hours at least five (5) hours before the scheduled meeting. With reasonable notice, this agenda may be made available in appropriate alternative formats to persons with a disability, on written request to Sylvia Prado in the District Office, at least twenty-four (24) hours prior to the scheduled meeting.



MEMO

TO: BOARD OF DIRECTORS
FROM: BOARD SECRETARY
SUBJECT: CONSIDERED APPROVAL OF GENERAL MANAGER CONTRACT
DATE: NOVEMBER 24, 2020

Background

Since September 2020, EOCWD has been engaged in a process to select a new General Manager, to take over the position upon the retirement of current General Manager Lisa Ohlund on December 31, 2020. After an extensive review and evaluation, EOCWD has identified its preferred candidate. An oral announcement of that candidate's name will be made at this Board meeting.

Financial Impact

There is no substantial financial impact associated with this action as the proposed contract is consistent with the existing contract and terms currently provided to the General Manager.

Recommendation

The Board approve the Employment Agreement between the East Orange County Water District and the candidate for the position of General Manager, at the salary of \$231,649 per year and benefits as set forth in the contract as presented.

EXHIBIT A

EMPLOYMENT AGREEMENT BETWEEN

EAST ORANGE COUNTY WATER DISTRICT AND [REDACTED]

THIS AGREEMENT ("Agreement") is entered into as of November 24, 2020, by and between the EAST ORANGE COUNTY WATER DISTRICT ("District") and [REDACTED] (" [REDACTED] ") for employment by the District of [REDACTED] as its General Manager, on and subject to the terms and conditions stated herein. In accordance with the provisions of Section 53262 of Government Code, this Agreement is subject to ratification in an open session of a Regular Meeting of the Board of Directors of the District.

I. EMPLOYMENT.

The District shall employ [REDACTED] as the District's General Manager ("GM") commencing on January 1, 2021, and continuing at-will thereafter.

II. TERM.

The term of this Agreement shall be unspecified but shall commence on the later of (1) January 1, 2021; and (2) ratification by a majority vote of the District's full Board of Directors, and shall be subject to validation and renewal as part of the performance evaluation process. Performance evaluations shall be hereafter held annually in July. Performance evaluations shall be scheduled in coordination with the President of the District's Board of Directors and be done in the presence of the GM, and the Board after soliciting comments from all Board members. The Agreement may be terminated as set forth in paragraph VI, below.

III. DUTIES.

A. In his capacity as General Manager, [REDACTED] shall use reasonable care to do what is necessary to manage the District in a prudent and professional manner. [REDACTED] shall devote his productive professional time, ability and attention to the business of the District. [REDACTED] shall be subject to all terms of employment as applicable to employees of the District and in compliance with the District's Personnel Handbook as amended from time to time. [REDACTED] shall also be responsible for complying with the District's conflict of interest policy and attend ethics training as required by law.

B. Relationship with Board of Directors.

1. The GM shall be the Chief Executive Officer of the District and, as such, shall have the responsibility for implementing the Board of Directors' policies. The Board shall retain the responsibility for formulating and adopting policies.
2. Members of the Board of Directors, individually and collectively, will refer criticisms, complaints and suggestions regarding

EXHIBIT A

management of operations and personnel called to their attention to the GM for review and action as the GM deems appropriate.

- C. **Managerial Duties.** The GM shall be responsible for the day-to-day operations of the District, including the staffing. He shall have unrestricted access to all District facilities and shall have such powers and duties as are delegated to his by the Board of Directors.

IV. SALARY, PERFORMANCE REVIEW.

- A. **Salary.** [REDACTED] initial salary as GM for 2021 shall be \$231,649 (annually) or \$19,304.09 per month. [REDACTED] shall only be entitled to salary adjustments or a cost of living adjustment ("COLA") at the Board of Directors' discretion whenever they deem it appropriate. Paydays and hourly rate calculation shall be as defined in the East Orange County Water District Personnel Handbook in effect as of the effective date of this Agreement.

V. BENEFITS.

[REDACTED] shall receive all benefits provided by the District as specified in the Personnel Handbook in effect as of the effective date of this Agreement, including, but not limited to, vacation, approved holidays, sick leave, emergency health fund, retirement hospitalization, bereavement leave, wellness program, flexible spending accounts, health benefits (including medical, dental and vision) and insurance (life, accidental death and dismemberment and long-term disability) coverage, subject to the following exceptions and additional benefits:

- A. **Automobile** The District shall furnish [REDACTED] with a District owned vehicle for all District related business, including travel to and from the residence of [REDACTED]. District shall supply all fuel for the vehicle, and maintenance and operation shall be provided by the District as required under the District's Vehicle Use Policy. The value of personal use of the automobile is to be imputed each year to [REDACTED] earnings statement for personal income tax purposes, and all personal income taxes are the responsibility of [REDACTED].
- B. **Electronic Equipment.** The District shall supply [REDACTED] with a laptop computer and an electronic tablet for his use in the conduct of District related business and replace/refresh them periodically as needed.
- C. **Administrative Leave.** Annually, [REDACTED] shall receive one week (40 hours) of Administrative Leave.
- D. **Education and Training.** [REDACTED] shall have an annual allowance of \$5,000 for education and training expenses to spend at his discretion; unused balances may be carried over into the following year.

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- E. **Retirement Benefits.** [REDACTED] shall be eligible for retirement under the CalPERS plan of 2.0% @60 and pay the employee cost share, as specified by the current Personnel Handbook.
- F. **Vacation Accrual.** Notwithstanding the provisions of the Personnel Handbook, [REDACTED] shall accrue vacation at a rate of 120 hours per year, commencing on his start date on a monthly basis. The rate of vacation shall thereafter increase as specified in the Personnel Handbook.

VI. TERMINATION

[REDACTED] is an “at will” employee and shall serve at the pleasure of the District’s Board of Directors and may be removed from office with or without cause, upon majority vote of the full Board of Directors. As such, and by virtue of this Agreement, [REDACTED] waives the due process rights he would otherwise have as a public employee. Before the Board votes on a proposed termination of this Agreement and [REDACTED] employment, [REDACTED] shall be provided the reasons for termination (whether with or without cause) in writing and be given the right to meet with the Board in closed session (unless open session requested by [REDACTED] to hear and respond to the reasons for said termination. By providing this opportunity to [REDACTED] the Board does not waive its right to terminate this Agreement and to terminate [REDACTED] employment with or without cause, and does not intend to provide [REDACTED] with any rights regarding such termination that he does not otherwise have. [REDACTED] understands and agrees that when his employment with the District ends, he will deliver to the District and not keep or deliver to anyone else, any and all records, documents, notes, memoranda, equipment, vehicles, specifications, and in general, any and all material relating to the District’s business.

- A. **Termination Without Cause.** In the event that [REDACTED] is terminated without cause as GM by the District’s Board of Directors during the term of this Agreement, the District shall provide [REDACTED] no less than sixty (60) days written notice. [REDACTED] shall remain employed by the District during this sixty (60) days.
- B. **Termination for Cause.** At any time, the District’s Board of Directors may terminate [REDACTED] as GM for cause. Termination shall be for “cause” if [REDACTED]
 - 1. Acts in bad faith and to the detriment of the District; or
 - 2. Refuses or fails to act in accordance with any specific, lawful direction or order of the District’s majority Board of Directors; or
 - 3. Exhibits, in regard to his employment, unfitness for service, misconduct, dishonesty, negligence or incompetence; or
 - a. is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or

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- b. Breaches any material term of this Agreement; Or for any of the following reasons:
 - i. Loss of mental capacity for more than six consecutive months as determined by a court of competent jurisdiction;
 - ii. Habitual or willful neglect of duty;
 - iii. Willful destruction or misuse of District property;
 - iv. Habitual intoxication on duty whether by alcohol or nonprescription drugs;
 - v. Willful violation of the Federal, state or District discrimination laws and policies concerning 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;
 - vi. Willful and 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;
 - vii. Willful violation of any conflict of interest or incompatibility of office laws;
- 4. Refusal to take or subscribe any oath or affirmation which is required by law;
- 5. Conviction of a felony or conviction of a misdemeanor involving moral turpitude (a conviction following a plea of no contest is deemed a conviction).

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VII. RESIGNATION. RETIREMENT OR DEATH

If [REDACTED] desires to resign or retire from his position as GM, he may do so by providing the Board of Directors with at least sixty (60) days' written notice of resignation or retirement.

VIII. GENERAL PROVISIONS

- A. **Confidentiality.** [REDACTED] understands that certain matters will be identified as "confidential" and agrees to hold such information relating to the business of the District in the strictest confidence and not disclose it to any person, firm, or corporation or use it to compete with the District, without the express authorization of the President of the District's Board of Directors. Confidential or proprietary information includes but is not limited to: trade secrets, processes, formulas, computer programs, data, know-how, inventions, improvement techniques, marking plans, forecasts, legal or contractual strategies, opinions, long or short range plans, or privacy information relating to customers, employees or vendors.
- B. **Business Expense.** District shall reimburse [REDACTED] for all such reasonable and appropriate District related business and/or travel expenses as are submitted and processed in compliance with the District's operating policies.
- C. **Entire Agreement.** This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the employment of [REDACTED] by the District and contains all of the covenants and agreements between the parties with respect to the employment of [REDACTED] by the District. Each party agrees and acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party or anyone acting on behalf of either party, which are not embodied herein, and that any agreement, statement or promise not contained in this Agreement shall not be valid or binding on either party.
- D. **Modifications.** Modifications to or amendments of this Agreement must be in writing and signed by [REDACTED] and ratified by the Board of Directors in open session of a Regular Meeting only. "Modification", as used herein, shall include supplements, deletions, and clarifications. The Personnel Manual is expected to be modified from time to time. Changes in the Personnel Manual are automatically made a part of this Agreement.
- E. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

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- F. Effect of Waiver.** The failure of either party to insist on strict compliance with any of the terms, covenants and/or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant and/or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

- G. Construction.** This Agreement shall not be construed more strongly against either party regardless of which party prepared it.

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

EAST ORANGE COUNTY WATER DISTRICT

Douglass S. Davert, President

General Manager

