

**AMENDED EMPLOYMENT AGREEMENT BETWEEN FALLBROOK PUBLIC
UTILITY DISTRICT AND JACK BEBEE (2024)**

This Amended Employment Agreement (“Agreement”) is made the 1st of July, 2024, between Fallbrook Public Utility District (hereinafter referred to as “DISTRICT”) and Jack Bebee (hereinafter referred to as “EMPLOYEE”).

RECITALS

- A. DISTRICT is a governmental agency existing pursuant to the California Public Utility District Act, Division 7 of the Public Utility Code.
- B. DISTRICT and EMPLOYEE entered into an Employment Agreement (“Original Employment Agreement”) on August 27, 2018, which was amended on July 22, 2019 and September 24, 2019.
- C. DISTRICT and EMPLOYEE thereafter entered into an amended and restated Employment Agreement on September 8, 2020 (“Amended and Restated Agreement”), which was amended on August 23, 2021, subsequently modified on July 25, 2022, and again modified on July 24, 2023 (“2023 Amended Employment Agreement”).
- D. DISTRICT and EMPLOYEE now desire to modify the 2023 Amended Employment Agreement as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, DISTRICT and EMPLOYEE agree as follows:

1. EMPLOYMENT.

DISTRICT hereby continues to employ EMPLOYEE (who accepted employment to serve beginning on August 27, 2018) and EMPLOYEE agrees to continue to serve as its General Manager, under the terms and conditions stated in this Agreement beginning on the date of execution by both DISTRICT and EMPLOYEE.

2. ANNUAL COMPENSATION.

a. EMPLOYEE shall be paid an annual salary of \$276,551 effective on July 1, 2024, payable in biweekly installments at the same time as salary is paid to other DISTRICT employees. This compensation may not be reduced during the term of this Agreement except that if the Board finds it necessary to reduce salaries of all executive management employees, in which case EMPLOYEE’S salary may be reduced by no more than the average salary reduction of executive management.

- (1) Effective on the day and year first written above, EMPLOYEE shall receive a one-time performance incentive compensation in a lump sum in the amount of \$15,000.00 for completion of the EMPLOYEE’S work plan

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goals for Fiscal Year 2023-2024, which the parties agree shall not be considered regular or special compensation, and therefore shall not be reportable to CalPERS and will not be a part of the calculation of the EMPLOYEE'S retirement allowance.

- b. DISTRICT agrees to annually evaluate EMPLOYEE'S compensation, taking into consideration changes in the cost of living, the EMPLOYEE'S performance, and other economic and responsibility matters relevant to a fair and proper rate of compensation, and to make reasonable adjustments in accordance with such annual evaluation, if any. See Paragraph 6 below. DISTRICT will meet with EMPLOYEE in regard to such evaluation. Unless otherwise agreed by DISTRICT and EMPLOYEE, any adjustments would be effective on July 1 of each year.

3. BENEFITS.

EMPLOYEE shall be entitled to receive the following fringe benefits, which shall be administered consistent with DISTRICT policies unless otherwise provided herein. In the event any of the following fringe benefits is eliminated by DISTRICT for other DISTRICT employees, EMPLOYEE shall no longer receive the benefit:

- a. PERS: EMPLOYEE'S contributions to the Classic CalPERS retirement plan (2.5% at 55 with survivor benefit) shall be 8% (the contribution applicable to Classic CalPERS retirement plan members), or such percentage as may otherwise be required by the then applicable law.
- b. Deferred Compensation Plan Contribution (401(a) Plan Contribution): DISTRICT will match up to 7% of EMPLOYEE'S salary to a DISTRICT 401(a) plan as long as EMPLOYEE is contributing at least that percentage to EMPLOYEE'S individual deferred compensation 457(b) plan.
- c. Social Security: DISTRICT and EMPLOYEE share the Federal Social Security Tax equally.
- d. Health, Vision, Dental, Life and Long Term Disability Insurance:
 - i. Health Insurance: EMPLOYEE shall have the choice of medical plans provided by DISTRICT for DISTRICT employees.

DISTRICT will pay 100% of the cost Kaiser plus Chiropractic plan (or lowest cost DISTRICT provided medical plan) for employee, employee +1, or employee + family. The amount paid for each of those coverages shall be known as the "threshold amounts." If EMPLOYEE chooses a health plan with a cost that exceeds the threshold amounts, EMPLOYEE shall pay the difference between the threshold amount and the plan chosen. In such a case, the monthly cost difference will be multiplied by 12 (months) and divided by the number of paydays in that calendar year, which amount shall be reimbursed to DISTRICT through payroll deduction.

- ii. Vision Insurance: DISTRICT shall pay 100% of the vision insurance premium for EMPLOYEE and EMPLOYEE'S dependents.
 - iii. Dental Insurance: DISTRICT shall pay 100% of the dental insurance premium for EMPLOYEE and EMPLOYEE'S dependents.
 - iv. Life Insurance and AD&D Insurance: DISTRICT shall pay for an Accidental Death & Dismemberment Insurance policy and for a Life Insurance policy up to a total maximum benefit of \$300,000.
 - v. LONG TERM DISABILITY INSURANCE: EMPLOYEE shall be covered by a Long Term Disability Insurance plan offered to other DISTRICT employees as follows: the plan provides 66.67% (or \$10,000 per month, whichever is less), of EMPLOYEE'S monthly salary to Social Security Normal Retirement Age in the event of a disabling accident or illness. Payment commences six (6) months after date of disability or illness.
- e. Sick, Vacation, Holiday Leave, Bereavement Leave and Executive Leave:
- i. Sick Leave: EMPLOYEE'S sick leave shall accrue at a rate of 3.69 hours per pay period.
 - ii. Vacation Leave: EMPLOYEE'S vacation leave shall accrue at a rate of 7.69 hours per pay period. Beginning on August 28, 2022, EMPLOYEE'S vacation leave shall accrue at 8.00 hours per pay period, the rate applicable to employees with 20+ years of service with the DISTRICT. The vacation rate accrual ceases when EMPLOYEE has a balance of over 270 hours on December 31st of each year. EMPLOYEE'S unused vacation may not be sold back to DISTRICT.
 - iii. Holiday Leave: EMPLOYEE is granted DISTRICT observed holidays, as established by DISTRICT from time to time, without reduction in their regular pay. Holiday compensation will be paid at the rate of pay at which EMPLOYEE was being paid on the last working day before the holiday.
 - iv. Bereavement Leave: EMPLOYEE will be allowed 3 days paid leave in event of a death in the immediate blood or married family (spouse, mother, father, brother, sister, son, daughter, step-mother, stepfather, step-son, step-daughter, grandchild, grandparent, mother or father-in-law, domestic partner, or other person in custody where EMPLOYEE has or had guardianship or other person who had guardianship of EMPLOYEE.)
 - v. Executive Leave:
 - (1) EMPLOYEE shall accrue 1.54 hours of executive leave per pay period, up to a maximum of 120 hours.

- (2) Once EMPLOYEE reaches the maximum accrual of 120 hours, EMPLOYEE will stop accruing executive leave until EMPLOYEE’S balance is below 120 hours.

vi. Health Reimbursement Account (HRA):

The following provisions apply if EMPLOYEE retires after age 50, with 10 or more years of continuous employment. For purposes of this paragraph 3.e.vi., the term “retiree” and “EMPLOYEE” are used interchangeably, and any references to “EMPLOYEE” is meant to refer to EMPLOYEE once retired.

In the event EMPLOYEE retires after age 50 with 10 or more years of continuous employment, EMPLOYEE has the option of continuing on DISTRICT’S medical, dental and/or vision insurance plans using an HRA account that is funded with conversion of EMPLOYEE’S sick leave hours as follows:

- (1) Using the current benefit plan year’s premium rates and a 5% projection for possible cost increases in subsequent years, DISTRICT estimates the projected cost for EMPLOYEE to pay 50% of the employee-only monthly premium for dental and/or vision coverage and 50% of the employee-only monthly medical premium/s, with DISTRICT paying the remaining 50% of the employee-only dental and/or vision and employee-only monthly medical premium/s.

Following is an example of how the medical premium costs are shared between the retiree and DISTRICT:

	TOTAL MONTHLY PREMIUM FOR KAISER MEDICAL	RETIREE PAYS MONTHLY	DISTRICT PAYS MONTHLY
RETIREE Only Coverage	\$ 623.16	\$ 311.58	\$ 311.58
RETIREE + One	\$ 1,236.43	\$ 924.85	\$ 311.58
RETIREE + Family	\$ 1,745.45	\$ 1,433.87	\$ 311.58

- (2) The full amount as calculated in Paragraph 3.e.vi.1., above is the amount that will be transferred from EMPLOYEE’S final sick leave balance to EMPLOYEE’S HRA account, which will be used to make the monthly premium payments until the HRA account balance is depleted or the retiree or their covered spouse, if applicable, reaches Medicare eligibility.

The following is an HRA example for an employee that retires in 2019 at age 60 with 1500 hours of sick leave on the books and typical Medicare eligibility at age 65:

1. Value of Total 1500 Sick Leave Hours at Retirement	\$67,500	1500 Hours x \$45.00 (Employee's Hourly Wage)
2. Premium Cost of Retiree + Spouse Coverage for Medical, Dental & Vision		NOTE: Premium costs provided for example only, they do not represent actual rates
2019 benefit year	\$10,000	
+5% in 2020	\$10,500	
+5% in 2021	\$11,025	
+5% in 2022	\$11,567.25	
+5% in 2023	\$12,155.06	
3. Amount Deposited to HRA	\$55,256.31	Estimated total cost for coverage to Medicare eligibility in 2023
4. Amount of Sick Leave Remaining After Amount Deposited to HRA	\$12,243.69	Calculation: \$67,500-\$55,256.31
5. Hours Equivalent of Remaining Sick Leave	272.08 Hours	Calculation: \$12,243.69/\$45.00. *Eligible to cash out or convert to CalPERS service credit full remaining balance since less than 600 hours max. in effect for 7/1/19-6/30/20
6. Cash out value or amount to be converted to CalPERS service credit	\$12,243.60	Calculation: 272.08*\$45.00

- (3) EMPLOYEE'S HRA account balance is depleted before EMPLOYEE becomes eligible for Medicare, EMPLOYEE can instead begin paying EMPLOYEE's share of the monthly premiums directly to DISTRICT in order to continue coverage under DISTRICT'S medical, vision and/or dental insurance plans until EMPLOYEE, or their spouse, if applicable, is eligible for Medicare.
- (4) Once EMPLOYEE and/or EMPLOYEE'S covered spouse becomes eligible for Medicare, which makes them ineligible to continue on DISTRICT'S medical coverage, they are also no longer eligible to continue on DISTRICT'S dental and/or vision coverage. Instead, they will receive information on continuing their coverage/s using COBRA.
- (5) Actual premium rates to be deducted from EMPLOYEE'S HRA, will be updated as the actual rates are provided for each new plan year (January 1 – December 31).

- (6) If applicable, any balance in the account when EMPLOYEE becomes eligible for Medicare or if EMPLOYEE should die prior to becoming eligible for Medicare, will be available for the same use to EMPLOYEE'S covered eligible dependent(s) until they become eligible for Medicare or COBRA rights are exhausted, whichever comes first. If there is no covered eligible dependent(s), any unused balance shall be forfeited.
- (7) If EMPLOYEE has sick leave hours remaining after the mandatory contribution to the HRA account as described above, OR if EMPLOYEE chooses to not participate in the HRA, EMPLOYEE has the choice of:
- (a) Cashing out half of EMPLOYEE'S remaining sick leave hours balance, up to the maximum as outlined below, or all of their remaining balance, whichever is less; or
- 600 hours max. – Effective July 1, 2019 - June 30, 2020
 - 500 hours max. – Effective July 1, 2020 – June 30, 2021
 - 400 hours max. – Effective July 1, 2021 – June 30, 2022
- (b) Converting half of EMPLOYEE'S remaining sick leave hours balance, up to the maximum as outlined above, to CalPERS service credit.
- f. Vehicle Allowance: EMPLOYEE shall receive a car allowance in the amount of \$750.00 per month effective on July 1, 2022, in lieu of receiving mileage reimbursement. EMPLOYEE shall possess and maintain a valid an appropriate California Driver license, shall maintain automobile insurance at least at the minimum levels required by state law, and shall immediately provide written notice to the Board of any actions taken against EMPLOYEE'S driving privilege, such as a suspension or a revocation due to a DUI or vehicular accident, or a failure to provide proof of financial responsibility.
- g. Cellphone Reimbursement: EMPLOYEE shall receive a cell phone reimbursement payment in the amount of \$75 per month.
- h. Other Business Expense Reimbursement/ Professional Development and Business Expenses: Consistent with DISTRICT policies, all of the EMPLOYEE'S actual expenses (including travel related expenses) reasonably incurred in connection with the duties and responsibilities of EMPLOYEE'S position pursuant to this Agreement shall be paid for by DISTRICT upon presentation of the appropriate receipts or vouchers covering such expenses, including, but not limited to licenses

and certifications, (and costs of continuing education to maintain such licenses and certification) listed in Exhibit "A" to this Agreement. Additionally, as is necessary to support the EMPLOYEE's performance goals pursuant to Paragraph 4 or Paragraph 6 of this Agreement, DISTRICT will budget and pay for professional dues and subscriptions of EMPLOYEE necessary for EMPLOYEE'S continuation and full participation in national, regional, state and local associations and organizations, and payment for university curriculum, short courses, institutes, seminars, and materials that are necessary or desirable for EMPLOYEE'S continued professional development, participation, growth and advancement for the good of DISTRICT.

4. DUTIES.

EMPLOYEE shall perform the duties of General Manager as established from time to time by the Board of Directors of DISTRICT. A job description showing the duties established as of the date of this Agreement is attached as Exhibit "B" and as contained in any of DISTRICT'S standard personnel regulations. EMPLOYEE is responsible directly to the Board of Directors. EMPLOYEE shall give full time to the duties of the office. EMPLOYEE shall also attend or participate in university curriculum, short courses, institutes, seminars, and review materials that are necessary for EMPLOYEE'S professional development and for the good of DISTRICT as established in the EMPLOYEE's performance goals.

- a. EMPLOYEE may serve as DISTRICT representative to the San Diego County Water Authority (CWA), which includes service on two standing CWA committees. In no event shall EMPLOYEE serve on any additional CWA committees (or serve on any committees or boards of other agencies or entities related to the business of DISTRICT) without prior approval of DISTRICT Board.

5. TERM.

This contract shall continue in full force and effect until it is terminated as provided in Paragraph 7 hereof.

6. ANNUAL PERFORMANCE REVIEW.

Annually, and no later than 60 days prior to the end of each fiscal year, EMPLOYEE shall develop a draft strategic plan as part of the annual budget process. After a strategic plan has been approved by the Board, it will be used to ensure board objectives are being addressed in the upcoming fiscal year. The strategic plan objectives will be used to establish the EMPLOYEE'S performance goals for the upcoming fiscal year.

The Board shall endeavor to commence in April of each year, the review and evaluation of EMPLOYEE'S performance, which review and evaluation shall be completed by June 30 of each year. The reviews and evaluations shall be conducted in accordance with the strategic plan as approved by the Board and EMPLOYEE, which may be added to, or

deleted from, as the Board may from time to time determine in consultation with the General Manager.

7. **TERMINATION.**

a. **By EMPLOYEE.**

EMPLOYEE may terminate this Agreement upon giving three (3) months' written notice of termination to DISTRICT, or sooner by mutual agreement. In the event that EMPLOYEE exercises his right to terminate upon giving three (3) months' notice, or sooner by mutual agreement under this Paragraph 7.a., he shall not be entitled to the severance benefits set forth under Paragraph 8 or to any other similar termination benefits under law or DISTRICT rules and regulations, provided however, that EMPLOYEE shall be entitled to payment for any unused leave balances as set forth in this Agreement or as required by law.

b. **By DISTRICT.**

DISTRICT may terminate this Agreement at any time, either with or without cause, by a majority vote of the Governing Board. Termination shall be under one of the following paragraphs.

i. **At-will.**

DISTRICT may terminate this Agreement without cause, and with or without notice. In the event that this Agreement is terminated by DISTRICT pursuant to this Paragraph 7.b.i., EMPLOYEE shall be entitled to severance benefits under this Agreement, consistent with the requirements specified in this Paragraph and Paragraph 8. EMPLOYEE has no right to a hearing or other review of his termination without cause.

ii. **For Cause.**

DISTRICT may terminate this Agreement for cause. EMPLOYEE will not be entitled to severance if his employment is terminated by DISTRICT at any time for cause. Cause for termination shall be defined for purposes of this Agreement as: (1) malfeasance, (2) gross negligence, (3) fraud, (4) serious misconduct which would constitute a violation of DISTRICT policy, or state or federal law, (5) material misrepresentation to the Board, (6) moral turpitude, (7) conviction of a felony on the part of EMPLOYEE, or (8) notice of unsatisfactory performance and failure to correct performance within three months. Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty or plea of nolo contendere. EMPLOYEE has no right to a hearing or other review of the reason for his termination by DISTRICT and expressly waives any and all such rights as may be otherwise provided by law or which may be applicable to other DISTRICT employees.

iii. By Retirement.

The employment of EMPLOYEE, and this Agreement, shall automatically terminate upon the retirement of EMPLOYEE and upon EMPLOYEE giving ninety (90) days written notice of such retirement to DISTRICT.

iv. By Death or Disability.

The employment of EMPLOYEE, and this Agreement, shall automatically terminate upon the death of EMPLOYEE or upon the separation of his employment because of disability, which prevents EMPLOYEE from performing the essential functions of his job even with reasonable accommodations. As used herein, disability shall be defined as inability to perform essential job functions for a period of over six months. Neither EMPLOYEE nor his heirs, administrators, or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights and benefits as may be provided by law, including, as provided by law, rights to any accrued vacation to which EMPLOYEE was entitled at the time of termination, and shall have such rights to any accrued sick leave accrued by EMPLOYEE at the time of termination, up to the cap established in this Agreement.

8. SEVERANCE PAY.

DISTRICT shall have the right to terminate EMPLOYEE'S employment at any time during the term of this Agreement, with or without cause. In the event that EMPLOYEE'S employment is terminated by DISTRICT, under Paragraph 7.b.i. without cause, EMPLOYEE shall be entitled to the severance benefits stated below upon execution of an agreement with a general waiver of claims, as follows:

a. Computation: Items Included.

Severance benefits under this Paragraph 8 shall be computed based upon EMPLOYEE'S monthly base salary in effect at the time of termination.

b. Amount of Severance.

The amount of severance benefits shall be (1) a lump sum equal to three (3) months' base salary at the time of termination unless otherwise negotiated by the Parties and (2) continued payment by DISTRICT of health and dental benefits for EMPLOYEE and his eligible dependents for the same number of months as are paid for salary severance benefits, or until EMPLOYEE is re-employed, whichever is sooner.

c. Separately Negotiated: Waiver.

The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by EMPLOYEE of the severance pay benefits provided by this Paragraph 8 shall operate as a full and complete waiver and release of any and all rights, claims, and/or causes of action which EMPLOYEE may have, or have had, at any time, in the past or in the future, arising out of EMPLOYEE'S employment by DISTRICT including but not limited to claims for wrongful termination. If EMPLOYEE wishes to retain any such rights, EMPLOYEE must decline to accept the severance benefits provided by this Paragraph 8. To receive severance benefits, EMPLOYEE must execute a Severance Agreement and General Release satisfactory to DISTRICT. In the event EMPLOYEE elects not to sign the Severance Agreement and General Release, EMPLOYEE will not be entitled to severance benefits.

Acceptance of the severance benefits under this Paragraph 8 will operate as a general release on the part of EMPLOYEE as to all claims, known or unknown, and EMPLOYEE specifically waives the provisions of California Civil Code Section 1542 which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

d. Legal Limitations on Severance.

This Paragraph 8.d. is intended to comply with the provisions of Government Code Section 53260, et seq., and in no event shall EMPLOYEE be entitled to severance benefits greater than provided for therein. This Agreement in no way affects EMPLOYEE'S rights to continue health insurance coverage as required under COBRA for EMPLOYEE and EMPLOYEE'S eligible dependents.

9. STATUTORY OBLIGATIONS: ABUSE OF OFFICE OR POSITION.

Pursuant to Government Code Section 53243, et seq. which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if EMPLOYEE is provided with administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid; (2) if DISTRICT pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from DISTRICT shall be fully reimbursed to DISTRICT. For this Paragraph 9, abuse of office or position means either: (1) an abuse of public authority, including

waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with Section 92 of the Penal Code.

10. MISCELLANEOUS.

a. Governing Law.

This Agreement shall be interpreted and enforced in conformance with California law.

b. Entire Agreement.

This Agreement together with the exhibits represents the entire agreement between the parties and supersedes any prior agreements, written or oral, any and representations, written or oral, not expressly included herein.

c. Venue.

The venue for any litigation to interpret or enforce this Agreement shall be San Diego County Superior Court.

d. Integration Clause.

If any part, provision, paragraph or subparagraph of this Agreement shall be held to be void or unenforceable by a final judgment of a court of competent jurisdiction, then unless that provision is found in such proceeding to be material to this Agreement, said void or unenforceable provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that the void or unenforceable provision is found to be material to this Agreement then the entire Agreement shall be voided.

e. Independent Review: Interpretation.

EMPLOYEE and DISTRICT affirm in signing this Agreement that they have each had an opportunity to review and consider this Agreement, and to have it reviewed and to receive advice from independent advisors of their own choosing, including attorneys, and that each knowingly and voluntarily enters into this Agreement. EMPLOYEE and DISTRICT further affirm that this Agreement was the mutual product of their negotiations, including give and take, and that neither party shall be considered the drafter of this Agreement such that the Agreement is interpreted against that party.

f. Public Record.

EMPLOYEE acknowledges that this Agreement, upon final execution, will become a public record under California law available for public inspection and copying.

g. Counterparts.

This Agreement may be signed in counterparts.

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

DATED:

July 1, 2024

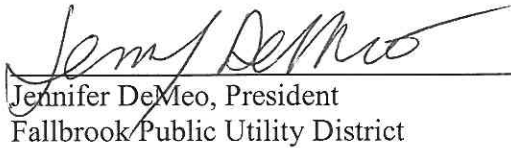


Jack Bebee

FALLBROOK PUBLIC UTILITY DISTRICT

DATED:

July 1, 2024



Jennifer DeMeo, President
Fallbrook Public Utility District

EXHIBIT "A"

List of Pre-Approved Licenses and Certifications

1. California Professional Engineering License
2. California Water Treatment Operator Certification
3. California Water Distribution Operator Certification
4. California Wastewater Treatment Operator Certification

EXHIBIT "B"

General Manager Job Description



Fallbrook Public Utility District General Manager

CLASS CODE GM

BARGAINING UNIT FALLBROOK MANAGEMENT
EMPLOYEES ASSOCIATION

ESTABLISHED DATE February 01, 2015

REVISION DATE December 15, 2016

Class Concept

Under policy direction of the Board of Directors, to serve as chief executive officer of the District; to manage, plan, organize and control public utility water and wastewater programs, services and resources in accordance with short- and long-term goals, policy statements and directives; to interpret and administer policies of the Board; and to perform related work as required.

Class Characteristics:

The class of General Manager is at the chief executive management level. The General Manager reports to and serves at the pleasure of the Board of Directors.

Example of Duties

- Serves as executive officer to the Board of Directors(1);
- Plans, organizes and controls District programs, services and resources in accordance with short- and long-term goals, policy statements and directives(3);
- Administers and carries out policies established by the Board(1);
- Develops administrative procedures(3);
- Supervises, develops and evaluates the performance of subordinate managers, supervisors and staff(2);
- Administers financial, engineering, construction and maintenance functions through subordinate supervisors(3);
- Presents for the Board's consideration major goals and policy alternatives and recommendations for the District;
- Develops the District's master plan(3);
- Recommends construction contracts, leases and other legal agreements to the Board for approval(3);
- Coordinates legal matters concerning the District, and engages counsel and professional consultants for assistance(3);
- Conducts negotiations for water storage, supply and distribution(3);
- Analyzes monthly financial statements, engineering reports, labor distribution reports, water sales reports and other operating reports(3);
- Develops water and sewer rate and fee schedules for Board considerations(3);
- Reviews agreements negotiated by staff;

- Performs highly significant and specialized responsibilities in connection with interjurisdictional, legal, engineering and other administrative problems(3);
- Arranges, conducts and participates in meetings and conferences with other administrators, public officials and citizen and professional groups;
- Gives oral presentations to community groups;
- Represents the District and the Board before other public bodies, including State and Federal legislatures, industry associations such as ACWA, ACWA/JPIA, SDCWA, MWD, CASA and regulatory agencies(1);
- Supervises preparation of the agenda of the Board of Directors and staff reports to the Board(1);
- Attends meetings of the Board of Directors and advises the Board on important District administrative and operating activities and problems(1);
- Monitors and oversees District human resources programs related to employment, classification and compensation, employer-employee relations, employee benefits, safety, recognition, performance evaluation and discipline;
- Monitors and oversees community and media relations programs and services(3);
- Monitors and oversees District engineering and field construction programs and Services;
- Monitors and oversees financial and data processing programs and services;
- Operates vehicles(2); and
- Performs related work as required.

(1)-The performance of this function is the reason the job exists.

(2)-There are limited employees among whom the performance of this function can be distributed.

(3)-This function is highly specialized. Employees are hired for the skill/ability to perform this.

Minimum Qualifications

Knowledge of:

- Basic knowledge of engineering and construction principles applicable to the planning design and construction of District facilities;
- Laws, rules, ordinances, and legislative processes controlling irrigation and wastewater district functions, programs and operations;
- Organization, operations and problems of special research and evaluation methodologies;Cost estimating and contract administration;
- Principles of budget development and expenditure control, including capital improvement budgets;
- Public personnel and employer-employee relations practices and legislation;
- Public and press relations;
- Principles of supervision, management and general administration;
- English grammar, composition, word usage, punctuation and spelling at an advanced level;
- Intermediate mathematics and statistics;
- The use of CRT/microcomputer and applicable software.

Ability to:

- Plan, organize, direct, coordinate and supervise functions and activities of an organization to achieve efficient operations and meet service goals;
- Exercise leadership, authority, and management tactfully and effectively;
- Prepare and administer a District budgeting and fiscal control process;
- Collect and analyze data on a variety of topics;

- Direct effective public and media relations;
- Coordinate the preparation of Board agendas;
- Direct effective personnel and employer-employee relations programs;
- Oversee the development and improvement of District facilities and services;
- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, policies and programs;
- Insure prompt and proper response to public concerns and complaints;
- Prepare comprehensive technical reports and recommendations;
- Represent the District policies, programs and services effectively with employees, contractors, representatives of other agencies, and the public;
- Operate CRT/microcomputer to access varied data bases;
- Operate a vehicle observing legal and defensive driving practices;
- Understand and carry out oral and written instructions;
- Establish and maintain effective relationships with those contacted in the course of work.

Supplemental Information

Licenses and Certification:

- Possession of a valid and appropriate California driver's license.

Training and Experience:

Any combination of training, education and experience which demonstrates possession of the knowledge and abilities stated above and the ability to perform the duties of the position.

A typical qualifying entrance background is a minimum of five years of responsible, executive-level experience in water utility or public works management in a municipal or special district setting;

and

Achievement of a baccalaureate-level degree in management science, business administration, civil engineering or a closely related field;

or

Experience at or equivalent to the level of Assistant General Manager in the Fallbrook Public Utility District from which the incumbent has acquired the knowledge and abilities listed above.

Other Requirements

Physical Demands:

- Sitting: Occupies seated position during majority of workday.
- Talking: Expresses ideas and shares information by means of spoken word in person and by telephone.
- Walking: Moves about office, warehouse and equipment facilities, and visits outlying District facilities and field crews at work sites.
- Hearing: Hears well enough to receive communication in person and by telephone.
- Hands/Arms: Operates computer and vehicle.
- Vision: Reads written or video messages; operates vehicle.

Reasonable accommodations will be considered.