

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of November, 2000, by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT** (hereinafter referred to as "**EMPLOYER**") and **ROBERT C. GRESENS** (hereinafter referred to as "**EMPLOYEE**"), both of whom understand as follows:

WITNESSETH:

WHEREAS, **EMPLOYER** desires to employ the services of **EMPLOYEE** as District Engineer; and

WHEREAS, it is the desire of **EMPLOYER** to provide certain benefits, establish certain conditions of employment and to set working conditions of **EMPLOYEE**; and

WHEREAS, it is the desire of **EMPLOYER** to receive and retain the services of **EMPLOYEE** and to provide for him to remain in such employment; to make possible full work productivity by assuring his morale and peace of mind with respect to future security; to act as a deterrent against malfeasance, misfeasance or substandard performance on his part; and to provide for terminating his services at such time as he may be unable to fully discharge his duties or when **EMPLOYER** may otherwise desire to terminate his employ; and

WHEREAS, **EMPLOYEE** desires to accept employment as District Engineer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

EMPLOYER hereby agrees to employ **EMPLOYEE** as its employee in the position of District Engineer. **EMPLOYEE** agrees to perform the functions and duties of the position, and any additional duties as may be assigned from time to time. A general description of the duties and responsibilities of the District Engineer is set forth in Exhibit "A" attached hereto and incorporated by reference.

SECTION 2: TERM.

This Agreement commences with an effective date of November 6, 2000, and shall remain in effect indefinitely until terminated as provided for in the following provisions:

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of **EMPLOYER** to terminate the services of **EMPLOYEE** at any time, subject only to the provisions set forth in Section 3, Paragraph A., of this Agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of **EMPLOYEE** to resign at any time from his position with **EMPLOYER**, subject only to the provisions set forth in Section 3, Paragraph B., of this Agreement.

SECTION 3: TERMINATION AND SEVERANCE PAY.

- A. **EMPLOYER** may terminate this Agreement on six (6) months notice to **EMPLOYEE**. **EMPLOYEE** shall continue to work and receive his salary and other compensation during the notice period. In the alternative and at its sole discretion, **EMPLOYER** may immediately terminate **EMPLOYEE** and in that event **EMPLOYER** agrees to pay **EMPLOYEE** a lump sum cash payment (severance pay) equal to six (6) months base salary; provided, however, that in the event **EMPLOYEE** is terminated for good cause, **EMPLOYER** shall have no obligation to pay such severance pay. For the purpose of this Agreement, "good cause" shall include, but not necessarily be limited to, any of the following:
 - 1. A material breach of the terms of this Agreement;
 - 2. A failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
 - 3. Conduct unbecoming the position of District Engineer or likely to bring discredit or embarrassment to the District."Good cause" shall not mean a mere loss of support or confidence by a majority of the Board of Directors of the District.
- B. In the event **EMPLOYEE** voluntarily resigns his position with **EMPLOYER**, **EMPLOYEE** shall give **EMPLOYER** two (2) months notice in advance, unless the parties otherwise agree.

SECTION 4: SALARY.

EMPLOYER agrees to pay **EMPLOYEE** for his services rendered pursuant hereto an annual base salary of Seventy Three Thousand Two Hundred Twelve Dollars (\$73,212.00),

payable in the same manner and at the same time as other employees of **EMPLOYER** are paid.

SECTION 5: OTHER COMPENSATION.

EMPLOYER agrees to provide **EMPLOYEE** additional compensation and benefits as set forth in Exhibit "B" attached hereto and incorporated by reference.

SECTION 6: PROFESSIONAL DEVELOPMENT.

As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, **EMPLOYER** shall consider requests for funds for certain items, activities and materials deemed necessary and desirable for **EMPLOYEE'S** continued professional development, participation, growth and advancement. Those items, activities and materials shall include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, institutes, seminars) to foster professional development;
3. Others, as shall be agreed upon from time to time between **EMPLOYEE** and **EMPLOYER**.

Expenditures for items in this paragraph shall be within the District's budgeted amounts for the appropriate category unless otherwise specifically approved by **EMPLOYER**. **EMPLOYEE** shall keep **EMPLOYER** informed on at least a bi-monthly basis of all expenditures incurred in connection with professional development. All books, subscriptions and other items obtained pursuant to this paragraph shall be in the name of the District and at all times shall remain the exclusive property of the District.

SECTION 7: PERFORMANCE REVIEW.

EMPLOYEE shall receive a performance review one year from the **EMPLOYEE'S** hire date and annually thereafter. As part of the annual performance review, the General Manager will consider adjustment in compensation within the position's salary range, together with the possibility of 7.5% standard incentive pay as provided within the District's Payment and Compensation Plan.

SECTION 8: OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

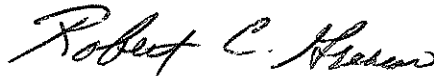
The District may set such other terms and conditions of employment as it may determine from time to time, relating to the performance of **EMPLOYEE**, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any State or local law.

SECTION 9: GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Agreement between the parties. Any amendments to this Agreement must be in writing and executed by both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of **EMPLOYEE**.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- B. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE:



ROBERT C. GRESENS

EMPLOYER:

CAMBRIA COMMUNITY SERVICES DISTRICT

By: 

KENNETH C. TOPPING
General Manager

ATTEST:


LEAH CONNELLY
District Clerk

**Cambria Community Services District
District Engineer**

DEFINITION:

Under the direction of the General Manager, the District Engineer is responsible for the supervision of all District engineering functions, including administration of consultant and construction contracts. The District Engineer provides professional services to the District relating to the planning, design and construction of the District's capital improvement program and for any studies, analysis, investigations, or technical assistance required in the operation of the District or for providing reports and information to the Board of Directors. The District Engineer must be registered by the State of California, Department of Consumer Affairs, as a Professional Engineer.

SUPERVISION RECEIVED/EXERCISED:

The District Engineer receives administrative direction and job assignments from the General Manager. The District Engineer exercises direct supervision of assigned subordinate staff of those consultants and construction contractors under contract with the District.

EXAMPLES OF RESPONSIBILITIES: (Include but are not limited to the following)

Develops and issues requests for proposals for consultant services. Directs and participates in the selection process for consultant services.

Plans, directs and reviews professional engineering work of consultants.

Analyzes the District's needs, develops and prioritizes projects for the capital improvement program with the involvement and ultimate acceptance and approval by the Board of Directors.

Provides engineering analysis and reports as directed by the General Manager. May provide written documentation and correspondence for the General Manager to the Board of Directors. May make presentations of findings and recommendations to the Board of Directors.

Provides bid review and analysis of construction bids and recommendation-of-award of contracts to the Board of Directors.

Provides project management and construction management for District Projects. Enforces design standards, construction plans and specifications, adherence to project and construction schedules, compliance with project budgets including change-order review and recommendations, and recommendation of approval of contract payments based on progress of the work.

Conducts and/or supervises field inspections of work being done in the field.

Confers with the General Manager, Board of Directors, citizens and various public groups regarding District business, projects and services.

Consults with the Utilities Manager, and other District staff, regarding planning issues, budget, repair and maintenance, and operations of the District's water, wastewater, environmental, water conservation, transit, and buildings and grounds programs.

Attends Board of Directors and community meetings as required.

Keeps abreast of current engineering principles and practices, technology, regulations and literature that apply to the District's operations and projects.

OTHER DUTIES AND RESPONSIBILITIES: (Performed by this position but not considered to be principal job duties)

Reviews reports and other documents submitted by subordinates or other District personnel for completeness and accuracy.

Responds to public inquiries regarding projects, plans and District policies.

Fills-in for the General Manager in his/her absence as assigned.

KNOWLEDGE/SKILLS/ABILITIES:

Knowledge of civil engineering principles and practices as applied to the field of public works, including water and wastewater system design, construction, and operations.

Professional, technical, legal and financial problems involved in municipal engineering programs and projects.

Construction methods and practices.

Project management techniques including scheduling, budgeting, enforcement of contract articles, documentation and good contractor-owner relations.

Cost estimating for public works type projects.

Specification writing for construction projects.

Plan preparation and development for construction projects.

Sound customer service skills.

Public speaking and oral presentation skills.

Ability to write clear and meaningful correspondence to convey ideas in non-technical terms and to provide technical documentation to back-up recommendations.

REQUIRED QUALIFICATIONS:

Registration as a Professional (Civil) Engineer in the State of California.

Licensed to drive a motor vehicle in the State of California.

A minimum of five years of "responsible charge" work in the design and construction of a variety of public works projects, several of which have been in a supervisory or management capacity.

Graduation from a college or university with a Bachelor's degree in Civil Engineering; Masters degree in engineering, business or public administration preferred.

EXHIBIT "B"

DISTRICT ENGINEER BENEFITS PACKAGE

Items 1 through 10, except as modified herein, shall be the same benefits as provided to other District employees pursuant to the District's then current Payment and Compensation Plan ("DP&CP") for the specified benefit. (The current DP&CP is attached as Exhibit "B-1.") The paragraph numbers from the relevant paragraphs of the current DP&CP are noted after each such item and are incorporated herein by this reference.

1. P.E.R.S. Retirement (Paragraph 3.10)
2. Health Insurance (Paragraph 3.5)
3. Dental Insurance (Paragraph 3.6)
4. Life Insurance (Paragraph 3.7)
5. State Disability Insurance (Paragraph 3.8)
6. Other Group Insurance Coverage provided District employees at their expense (Paragraph 3.9)
7. Vacation (Paragraph 3.2), except as modified herein. **EMPLOYEE** shall receive twenty (25) days vacation per year based on twenty-five (25) total years of public agency-related experience, subject to consultation with the General Manager regarding coordination of time off with project schedules.
8. Holidays (Paragraph 3.1)
9. Sick Leave (Paragraph 3.3).
10. Administrative Leave (Paragraph 3.4)

The following additional benefits will be provided pursuant to this Agreement:

11. Vehicle Reimbursement: District will provide a \$350 per month private vehicle reimbursement for employment related travel in the County or provision of a District vehicle for employment related use. For travel to destinations outside the County, District will reimburse **EMPLOYEE** for the actual miles traveled by private vehicle at the current Internal Revenue Service (IRS) rate in effect.
13. District will reimburse **EMPLOYEE** total moving and related expenses in the amount of \$3000.00 as a lump sum payment.