

**DRAFT**

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made between the PARADISE IRRIGATION DISTRICT (“District”) and ED FORTNER, JR. (sometimes referred to herein as “Employee”) this *[insert day]* day of *[insert month]*, 2018.

### **RECITALS**

District desires to continue to employ ED FORTNER, JR. as District Manager of the Paradise Irrigation District.

ED FORTNER, JR. desires to serve as District Manager of the Paradise Irrigation District.

The Board of Directors, as appointing power, and ED FORTNER, JR. desire to agree in writing to the terms and conditions of ED FORTNER, JR.’s employment as District Manager.

The parties, by execution of this agreement, agree that all earlier agreements, amendments, understandings, communications, representations, or promises, whether written or oral, are hereby revoked and superseded by this agreement.

### **AGREEMENT**

#### **1. DUTIES.**

(a) District agrees to employ ED FORTNER, JR. as District Manager of the Paradise Irrigation District effective *[insert date]*, 2018 to perform the functions and duties specified in Exhibit “A” attached hereto, and to perform other legally permissible and proper duties and functions as the Board of Directors may from time to time assign.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable rules and regulations established by the District. Employee’s performance shall at all times be subject to review by the Board of Directors.

(c) Employee agrees to remain in the exclusive full-time employ of the District during the term of this Agreement.

(d) Employee may adjust his work schedule to accommodate personal needs, but this schedule shall not interfere with Employee's performance or obligations. The flexible workweek may be terminated by the District at any time.

(e) Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law.

## 2. TERM.

The term of this Agreement shall be from the date of execution hereof by the parties until terminated by either party in accordance with the provisions set forth in Paragraph 3, or until terminated by the event of the death or permanent disability of Employee.

## 3. RESIGNATION AND TERMINATION.

(a) Employee may resign at any time and agrees to give District at least 45 days advance written notice of the effective date of his resignation.

(b) District may at any time terminate Employee upon 30 days advance written notice.

(c) The parties recognize and affirm that: 1) Employee is an "at will" employee whose employment may be terminated by the District without cause, and (2) there is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and District.

(d) A decision to terminate shall be made in accordance with applicable laws including Brown Act provisions regarding personnel actions. In recognition of Employee's professional status and integrity, Employee and the Board of Directors shall endeavor, in good faith, to prepare a joint public statement to be made by the Board of Directors at the first public disclosure of termination by the Board.

## 4. SEVERANCE PAY.

If Employee is terminated by the Board of Directors while still willing and able to perform the duties of District Manager, DISTRICT agrees to pay EMPLOYEE a cash payment equal to three (3) months Base Salary. Said cash payments may be paid in one (1) lump sum upon the effective date of termination. Such payment will release DISTRICT from any further obligations under this Agreement, except payment of any vacation leave accrued as of the date of termination.

Provided, however, if Employee is terminated because of conviction of any criminal offense involving moral turpitude, then DISTRICT shall have no obligation to continue

the employment of Employee or to pay the severance set forth in this paragraph. If Employee is charged and ultimately convicted of a crime involving an abuse of his office or position, then all severance payments shall be fully reimbursed to DISTRICT. If Employee is terminated because he is charged with a crime involving abuse of office, then DISTRICT may deposit the severance payment with an independent escrow officer. If Employee is convicted of a crime involving abuse of office, the escrow officer shall refund the severance pay to DISTRICT. If Employee is acquitted of the charge, then the escrow officer shall deliver the severance pay to Employee.

## 5. SALARY.

(a) District agrees to pay Employee \$[insert dollar amount] in salary per annum for his services, payable in installments at the same time as other employees of the District are paid and subject to customary withholding.

(b) Prior to July 1<sup>st</sup> of each year during the term of this agreement, each member of the Board of Directors shall, during a regularly scheduled board meeting, evaluate the performance of Employee and shall state for the official record of the District each member's rating of Employee's overall performance. District may by minute order increase Employee's compensation to be effective the next July 1<sup>st</sup> by providing an additional increase to Employee's salary and/or authorize a merit based single payment to employee subject to customary withholding.

## 6 AUTOMOBILE AND MOBILE PHONE.

Employee's duties require that he shall have the use of an automobile and mobile phone at all times during his employment with the District. District shall reimburse Employee up to \$[insert dollar amount] per month for the expenses of owning a mobile phone. The District shall provide the Employee a District Vehicle. Employee may use the vehicle for occasional personal use and during periods of leave taken by the Employee. Employee may use the vehicle during periods of leave provided Employee pays for gasoline and other vehicular fluids during the leave period. District will deduct the equivalent of \$100 monthly from Employee's pay to compensate for fuel related to personal use when not on leave. Employee may, upon notice to the Board, elect to discontinue personal use of the District Vehicle in which case the monthly \$100 deduction shall cease beginning the month after notification.

## 7. SUPPLEMENTAL BENEFITS.

The District shall also provide the Employee the same benefits as provided to District employees and as they may be amended from time to time. All actions taken by the District relating to benefits for management employees shall be considered actions granting the same benefits to Employee. As used herein, "benefits" means holidays, sick leave, retirement benefits and payments, health insurance, vision insurance, dental insurance, disability insurance, and life insurance.

## 8. VACATION LEAVE.

Employee shall be entitled to twenty (20) vacation days each year which shall be credited as-earned per pay period. Employee will endeavor to arrange his vacation schedule to be compatible with District's management needs. In addition to the twenty (20) vacation days each year, Employee shall be entitled to Seven (7) days of Administrative Leave per year to be credited each January 1st. Unused Administrative Leave shall not be carried over from one year to the next, and no payment for unused Administrative Leave will be made upon resignation, termination, or retirement.

9. PERFORMANCE EVALUATION.

The Board of Directors shall evaluate Employee's performance annually beginning in June of 2019 pursuant to Article 5 of this agreement. In addition, every year the Board of Directors and Employee will set goals and objectives for the ensuing year. Employee shall be responsible for scheduling the reviews contemplated by this paragraph.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Directors, by resolution, shall fix any 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 provisions of this Agreement or law.

11. NOTICES.

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO DISTRICT: Board of Directors  
Paradise Irrigation District  
6332 Clark Road  
Paradise, California 95969

TO EMPLOYEE: Ed Fortner, Jr.  
[Insert Address]

12. ENTIRE AGREEMENT.

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein this Agreement cannot be modified except by written mutual agreement signed by both parties.

13. ASSIGNMENT.

This Agreement is not assignable by either District or Employee.

14. SEVERABILITY.

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

15. COUNTERPARTS.

This Agreement may be executed in two (2) counterparts which shall be identified by number and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed and executed in its behalf by its President and duly attested by the Secretary. The Employee has also executed it.

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ED FORTNER, JR.  
Employee

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DAN WENTLAND, President  
Paradise Irrigation District

ATTEST:

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GEORGEANNA BORRAYO  
District Secretary

## EXHIBIT A

### PARADISE IRRIGATION DISTRICT

Revised June 2018

#### **DISTRICT MANAGER**

##### Definition

Under policy direction of the Board of Directors, to be in charge of the operations, functions, and administrative affairs of the District; to represent the Board's policies and programs with employees, community organizations, and the general public; to prepare budget requests and make recommendations to the Board on final expenditure levels; to be responsible for employer-employee relations; to be responsible for development, maintenance, and improvement of District facilities and services; and to perform other job related duties as required.

##### Examples of Duties

- Serves as Chief Administrative officer for the Paradise Irrigation District.
- Develops, recommends and establishes plans, procedures and management controls to implement Board policy.
- Coordinates the preparation of the agenda for Board of Directors meetings.
- Conducts a variety of special studies and surveys to determine effectiveness of District programs and services.
- Represents the Board's policies and programs with employees, community representatives, and other government agencies.
- Has responsibility for media and public relations.
- Reviews budget requests.
- Oversees the preparation of the annual budget, making recommendations to the Board on final expenditure levels.
- Oversees the development and administration of capital improvement budgets and plans.
- Maintains continuous awareness of administrative practices and recommends changes which increase the efficiency and economy of District operations and services.
- Has responsibility for District personnel matters, including employment procedures, grievances, affirmative action, and employer-employee relations.
- Participates in negotiations with bargaining groups.
- Prepares leases and agreements with other agencies.
- Has general responsibility for District engineering functions.
- Confers with developers and contractors as necessary.
- Serves as District representative before boards and commissions.

##### Typical Physical Activities

- Travels regularly by airplane and automobile in conducting District business.
- Communicates orally with District Board members, co-workers, and the public in face-to-face, one-to-one and group settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Sits for extended time periods.
- Hearing and vision within normal ranges.

##### Special Requirements

Possession of an appropriate California driver license. Possession and proof of a good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two (2) years duration.

## **DISTRICT MANAGER**

### Employment Standards

#### Knowledge of:

- Principles and practices of public administration, including administrative analysis, fiscal planning and control, and policy and program development.
- Basic knowledge of engineering and construction principles applicable to the planning, design, and construction of District facilities.
- Basic water treatment and distribution principles and practices.
- Laws, rules, ordinances and legislative processes controlling irrigation district functions, programs, and operations.
- Organization, operations, and problems of special districts.
- 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.

#### Ability to:

- Plan, organize, direct, coordinate, and supervise the 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.
- Effectively organize and carry out public and media relations.
- Coordinate the preparation of Board agendas.
- Administer 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.
- Communicate well during public presentations.
- Insure prompt and proper response to public concerns and complaints.
- Prepare comprehensive technical reports and recommendations.
- Effectively represent the District policies, programs, and services with employees, contractors, representatives of other agencies, and the public.
- Establish and maintain cooperative working relationships.

### DESIRABLE QUALIFICATIONS

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

Broad and extensive work experience in a management or administrative position in a private or public agency. Background should include responsibility for formulation and implementation of programs, budgets and administrative operations.

Graduation from an accredited college or university with major work in public, personnel or business administration, engineering, or appropriate field which will provide a foundation for the required knowledge and skills.

The specific statements shown in each section of this description are not intended to be all- inclusive. They represent typical elements and criteria necessary to successfully perform the job.

TO: Board of Directors  
FROM: Richard O'Donnell, Koff and Associates  
RE: Recommended terms of employment for Ed Fortner Jr. as District Manager of  
Paradise Irrigation District

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1. Salary of \$152,000;
2. Increase in salary of \$5,000 after six months of successful service;
3. Vacation in the amount of 3 weeks per year;
4. Administrative leave in the amount of 7 days;
5. Health benefits consistent with those offered to existing employee groups;
6. Relocation expenses not to exceed \$13,000;
7. Travel reimbursement not to exceed \$3,000;
8. Utility provided vehicle or a stipend in the amount of \$500 per month;
9. Cell phone reimbursement in the amount of \$100 per month; and
10. Start date of July 16, 2018.