



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE PERSONNEL COMMITTEE

AGENDA

TUESDAY, NOVEMBER 16, 2021
10:00 A.M.

FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125

THIS MEETING WILL BE HELD PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(1)(A), WHICH WAIVES CERTAIN BROWN ACT TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY WHEN STATE OR LOCAL OFFICIALS HAVE IMPOSED OR RECOMMENDED MEASURES TO PROMOTE SOCIAL DISTANCING, AND ALLOWS SOME OR ALL OF THE MEMBERS OF THE PERSONNEL COMMITTEE TO ATTEND THIS MEETING TELEPHONICALLY OR VIA VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO DO NOT WISH TO ATTEND IN PERSON ARE ENCOURAGED TO PARTICIPATE IN THE MEETING VIA WEB CONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION. MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THIS MEETING BY ATTENDING IN PERSON AT THE DISTRICT OFFICE LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028.

Join Zoom Meeting

<https://us06web.zoom.us/j/86732453767?pwd=b1EzTHhROVJ4Q3NSU1dUSFNoVWw4dz09>

MEETING ID: 867 3245 3767

AUDIO PASSCODE: 542492

Dial by your location

+1 346 248 7799 US (Houston); +1 720 707 2699 US (Denver); +1 253 215 8782 US (Tacoma);
+1 312 626 6799 US (Chicago); +1 646 558 8656 US (New York); +1 301 715 8592 US (Washington DC)

Find your local number: <https://us06web.zoom.us/u/kdtwJJ7KrK>

PUBLIC COMMENTS: Members of the public may submit public comments and comments on agenda items in one of the following ways:

SUBMIT COMMENTS BEFORE THE MEETING:

- By emailing to our Board Secretary at leckert@fpud.com
- By mailing to the District Offices at 990 E. Mission Rd., Fallbrook, CA 92028
- By depositing them in the District's Payment Drop Box located at 990 E. Mission Rd., Fallbrook, CA 92028

All comments submitted before the meeting by whatever means must be received at least 1 hour in advance of the meeting. All comments will be read to the Board during the appropriate portion of the meeting. Please keep any written comments to 3 minutes.

REMOTELY MAKE COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to Board discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to the "Participants List," hover over your name and click on "raise hand." This will notify the moderator that you wish to speak during oral communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

MAKE IN-PERSON COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to discussion if there are any comments from the public on each item, at which time members of the public attending in person may make comments.

THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

If you have a disability and need an accommodation to participate in the meeting, please call the Board Secretary at (760) 999-2704 for assistance.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

II. ACTION / DISCUSSION ----- (ITEMS A – B)

- A. PROPOSED CHANGE IN REPORTING OF THE VALVE CREW AND RESULTING CHANGES TO THE OPERATIONS MANAGER AND FIELD SERVICES JOB DESCRIPTIONS AND ORGANIZATIONAL CHART
- B. APPROVAL OF A TEMPORARY EMPLOYMENT AGREEMENT FOR THE POSITION OF OPERATIONS MANAGER

ADJOURN TO CLOSED SESSION

III. CLOSED SESSION----- (ITEM 1)

- 1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

Agency Designated Negotiators: Jack Bebee, General Manager; Lisa Chaffin, Human Resources Manager

Employee Organizations: Fallbrook Public Utility District Employees' Association; Fallbrook Management Employees' Association

RECONVENE TO OPEN SESSION

REPORT FROM CLOSED SESSION (*As Necessary*)

IV. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2(a).

I, Lauren Eckert, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

November 10, 2021
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: November 16, 2021
SUBJECT: Proposed Change in Reporting of the Valve Crew and Resulting Changes to the Operations Manager and Field Services Job Descriptions and Organizational Chart

Purpose

To obtain approval for the proposed change in reporting and the related updates to the job descriptions and organizational chart.

Summary

The valve maintenance program is responsible for planning shutdowns, exercising valves and fire hydrant maintenance and repair, which the District recently took over from the fire department. The three positions, one utility technician and two utility workers, that comprise the valve crew currently report to the operations manager position. While planning for the recent retirement of the operations manager and reviewing the valve maintenance program, it was determined that having the crew instead report to the field services manager will help ensure that the program continues its high level of operational efficiency.

Budgetary Impact

There is no budgetary impact associated as no change in compensation is proposed.

Recommended Action

That the Personnel Committee approve the change in reporting and the resulting changes to the job descriptions and organizational chart.

Attachment A

OPERATIONS MANAGER

DEFINITION

Under the general direction of the General Manager, performs management level duties to plan, organize and direct sections responsible for potable treatment and distribution, wastewater treatment and recycled water production and overall maintenance of District mechanical, electrical and SCADA and controls systems; oversees departmental and capital improvement projects; develops and monitors budgets; plans and provides technical support; participates actively in the management team; and performs related duties as assigned.

CLASS CHARACTERISTICS

This position has managerial responsibility for the planning and administration of the sections responsible for potable water system operations, including treatment and distribution, wastewater treatment and recycled water production and distribution. This position oversees District-wide maintenance of all mechanical, electrical and SCADA and controls systems. The incumbent exercises supervision over supervisory and technical positions including the Chief Plant Operator, Water Systems Supervisor, and SCADA/Electrical & Maintenance Supervisor, ~~and valve maintenance staff~~. This includes overseeing the operation of the UV Treatment Plant, the Groundwater Treatment Plant, the Water Reclamation Plant, and the potable distribution system.

EXAMPLES OF DUTIES

Duties and responsibilities include, but are not limited to, the following:

- Develops strategies and approaches to optimize water treatment and distribution, wastewater treatment and recycled water production and delivery.
- Supervises, trains and evaluates the performance of operations staff;
- Recommends selection, promotion and discipline of personnel;
- Develops and directs the implementation of goals, objectives, and procedures for the department;
- Plans and prepares work schedules;
- Develops and administers the annual budget for the department;
- Stays current with Federal, State, County and District regulatory issues and permits inherent with potable water treatment, distribution systems and wastewater treatment and recycled water;
- Completes regulatory reports;
- Represents the District in a professional manner through involvement with industry organizations and committees;
- Inspects, monitors, makes adjustments, troubleshoots and controls the more complex water production and treatment issues;
- Drives a District vehicle in the course of daily duties;
- Provides assistance and guidance to staff regarding the operation of the potable treatment and distribution system, and wastewater treatment;
- Communicates with agents of the San Diego County Water Authority and other member agencies;
- Oversees District SCADA system and develops plans for improved automation and reporting;
- Oversees District valve exercise program;
- Ensures the completion of the calibration and maintenance of water and wastewater analytical equipment; and
- Performs other duties as assigned.

OPERATIONS MANAGER

QUALIFICATIONS

Knowledge of:

- Federal, State, County and District regulatory issues and permits inherent with potable water treatment and distribution systems, wastewater treatment and recycled water;
- Equipment, materials and terminology used in the operation of pumps, motors, generators, valves and pressure devices;
- Principles and practices relating to water production and distribution, and wastewater treatment;
- Principles, practices, and techniques relating to the operation, maintenance and development of SCADA based control systems;
- Principles and practices of supervision and management of staff;
- Computer software programs (email, MS Word and Excel); and
- Appropriate safety precautions and procedures.

Ability to:

- Schedule and assign work relating to water treatment and distribution operations, wastewater treatment, recycled water production and distribution, valve maintenance, instrumentation and controls and electrical maintenance;
- Maintain accurate records and reports;
- Troubleshoot complex potable water treatment and distribution systems and wastewater treatment;
- Plan, budget and coordinate a variety of SCADA related activities while working closely with staff and outside vendors;
- Represent the District in a professional manner through involvement with industry organizations and committees;
- Operate a personal computer and common business software;
- Prepare written reports and verbal reports;
- Establish and maintain effective relationships with those contacted in the course of work; and
- Communicate clearly and concisely, orally and in writing.

LICENSES AND CERTIFICATION

- Possession of a California driver's license; **AND**
- Possession of certification as a Water Distribution Operator Grade IV (D4), or higher; **AND**
- Possession of certification as a Water Treatment Operator, Grade III (T3) or higher **OR** Wastewater Operator Grade III or higher.

OR

- Possession of a Professional Engineering License in the State of California.

EDUCATION, TRAINING AND EXPERIENCE

- An associate's degree in business management, business administration, or public works/administration, with coursework in water treatment, water distribution, wastewater treatment, and management. A bachelor's degree is highly desirable.
- Minimum five years of progressively responsible experience in water and/or wastewater operations, including at least 2 years of supervisory or management experience is required.

OPERATIONS MANAGER

Physical Demands:

Walking:	Moves about on foot often through uneven terrain.
Carrying:	Transports objects by holding them in hands or arms.
Handling:	Seizes, holds or works with hands; specifically operating valves, adjusting control knobs, and computer.
Lifting:	Raises and lowers pumps, motors, and miscellaneous awkward objects.
Reaching:	Extends hand and arms in any direction.
Stooping:	Bends body downward and forward by bending at the knees or waist.
Climbing:	Ascends and descends ladders up to 50 feet in height.
Vision:	Reads work tickets, meter dials, reservoir levels, data sheets, video messages, scales and gauges and operates District vehicles.
Sitting:	Drives, often through rough terrain and sits in District vehicles for up to four hours per day.
Talking:	Communicates by radio and in person.
Hearing:	Hears well enough to receive communication by radio and in person.

PHYSICAL STRENGTH

Lifting:	Up to 100 pounds; infrequent exertion.
Dragging:	Up to 150 pounds of dead weight.

SALARY RANGE

51 – Associate’s Degree

53a – Bachelor’s Degree, and D4 and T4, or Grade III WW; **OR**
Professional Engineering License in the State of California

Attachment B

FALLBROOK PUBLIC UTILITY DISTRICT

FIELD SERVICES MANAGER

DEFINITION

Under direction of the General Manager, to plan, organize and supervise staff assigned to maintenance, construction, repair and installation of District water, wastewater, and recycled water distribution and facilities. This position will also oversee the building and grounds, meter maintenance and repairs, and fleet services work centers.

CLASS CHARACTERISTICS

This position is responsible for managing and directing the construction maintenance, collections, ~~and valve maintenance,~~ and system services/shop supervisors and departments. The incumbent exercises significant authority and independence in implementing a broad range of services and programs in coordination with other District managers and executives. Responsibilities include organizational, budget and personnel administration for the assigned functional areas of responsibility. Positions at this level report to the assigned division head and direct the efforts of multiple supervisors and other support staff.

EXAMPLES OF DUTIES

- Has primary responsibility for scheduling of construction activities;
- Oversees all District emergency repairs and operations and ensures appropriate personnel are available at all times;
- Schedules and supervises the work of water and wastewater construction, maintenance or installation crews and field specialists, selecting, making assignments, setting priorities for and training personnel;
- Maintains records of payroll-related information, ensuring the proper reporting of time worked and absences;
- Plans, organizes, directs and manages District maintenance and related administrative activities; develop goals and objectives; identify necessary resources, and implement appropriate staffing, organizational structures, and strategies;
- Manages service lateral installation and repairs;
- Oversees the maintenance and repairs of District facilities including properties, structures, and waterlines (buildings, pump stations, wells, reservoirs, etc.);
- Manages the preventive and corrective maintenance of Districts' facilities including potable, reclaimed and raw water pipelines and related appentences;
- Oversee the District's fleet department and evaluates purchasing and depleting vehicle needs when required; manages the District's fleet including all heavy equipment; monitors monthly fuel consumption and generates monthly reports tracking consumption and fuel costs;
- Assists as necessary with corrective maintenance and repairs to District's wastewater collection systems and treatment facilities;
- Manages the District's security system including all cyber locks, camera systems, and alarms;
- Reviews and evaluates work methods, procedures, services, and products; identifies and recommends evaluation standards and criteria; monitors and assesses measures of effectiveness and efficiency;
- Manages the department's Computerized Maintenance Management System (CMMS), creates work orders, and adds, changes, and depletes assets as needed;
- Recommends, implements and ensures compliance with operational policies and procedures;

FIELD SERVICES MANAGER

- Participates in hiring, supervising, training and evaluating assigned staff; establishes work standards and expectations; conducts performance evaluations; counsels and disciplines employees as required;
- Develops and recommends the department's budget; participates in monitoring appropriations and expenditures; allocates required work hours, recommends mid-year adjustments as necessary;
- Prepares and presents staff reports and other necessary correspondence to boards, commission, and committees;
- Responds to and resolve difficult and complex citizen inquiries and complaints;
- Plans, schedules, and manages maintenance and construction projects and communicate status to division director and fellow division managers; and
- Performs related work as required.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public administration as they pertain to a municipal utility;
- Administrative principles and methods including goal setting, program Development and Implementation, principles and practices of budget development and administration;
- Theories, principles, techniques and equipment used in the maintenance and repair of water mains, services and related appurtenances;
- Principles, practices, methods and equipment used in the maintenance and repair of buildings, grounds and related facilities; safety regulations, safe work practices and safety equipment related to the work;
- Codes, regulations and guidelines pertaining to the work;
- Computer applications related to the work;
- Office and records management practices and procedures;
- Principles and practices of sound business communication;
- Principles and practices of effective supervision;
- Understand, interpret, explain and apply District, local, state and federal laws and regulations applicable to areas of responsibility;
- Establish and maintain effective working relationships with District staff, contractors, consultants, vendors and others encountered in the course of work; and
- District personnel rules, policies and labor contract provisions.

Ability to:

- Plan, assign, direct and coordinate a variety of functional specialties with overlapping work areas;
- manage and direct a water and recycled water distribution system maintenance program;
- select, motivate and evaluate staff and provide for their training and development;
- prepare, administer and monitor a division budget;
- analyze complex operational and administrative problems, evaluate alternatives and recommend or implement effective courses of action;
- develop and implement goals, objectives, policies, procedures, work standards and management controls;
- exercise sound independent judgment within general policy guidelines;

FIELD SERVICES MANAGER

- establish and maintain effective working relationships with all levels of District staff;
- use tact, discretion and diplomacy in dealing with sensitive situations and customers, both internal and external.

LICENSES AND CERTIFICATION

- Possession of a valid and appropriate California driver's license;
- Possession of certification as a Water Distribution Operator Grade III (D3) or higher;
- Possession of certification as a Water Treatment Operator, Grade II (T2) or higher;

TRAINING AND EXPERIENCE

Education: Any combination of formal or informal training and education to include graduation or equivalent from high school supplemented by college level courses in management and/or public works construction. A Bachelor's degree with major coursework in business management or an educational field related to the position is desirable.

Training and Experience: Five (5) or more years of increasingly responsible supervisory experience in public works construction with a water utility.

PHYSICAL DEMANDS

Walking:	Moves about on foot often through uneven terrain.
Carrying:	Transports objects by holding them in hands or arms.
Hands/Arms:	Signals equipment operator; operates equipment, hand and power tools; prepares reports.
Handling:	Seizes, holds or works with hands.
Lifting:	Raises or lowers various items.
Reaching:	Extends hands and arms in any direction.
Stooping:	Bends body downward and forward by bending at the knees or waist.
Climbing:	In and out of equipment, vehicles and trenches; may ascend or descend ladders up to 50 feet in height.
Vision:	Reads work tickets, operates District equipment and vehicles.
Hearing:	Hears well enough for safety in and around construction sites and to receive communication by radio and in person.
Sitting:	Sits in chair, equipment and vehicles.
Standing:	Supervises job sites for up to 8 hours per day.

PHYSICAL STRENGTH

FIELD SERVICES MANAGER

Lifting: 100 pounds on occasion.

ENVIRONMENTAL CONDITIONS

Noise: Works in conditions with constant or intermittent noise.

Temperature/Weather: Works outside with variations of temperature and weather.

This position may include periodic to frequent disagreeable working conditions including noise, dirt, fumes, vibration, heat, cold, dampness and hazardous chemicals.

PROTECTIVE DEVICES REQUIRED

Hard hat, gloves, safety shoes, District uniform, Self-Contained Breathing Apparatus, respirator, hearing protection, safety glasses, chemical suits, welding hood, leather welding jacket, cutting goggles and seat belt.

SALARY RANGE

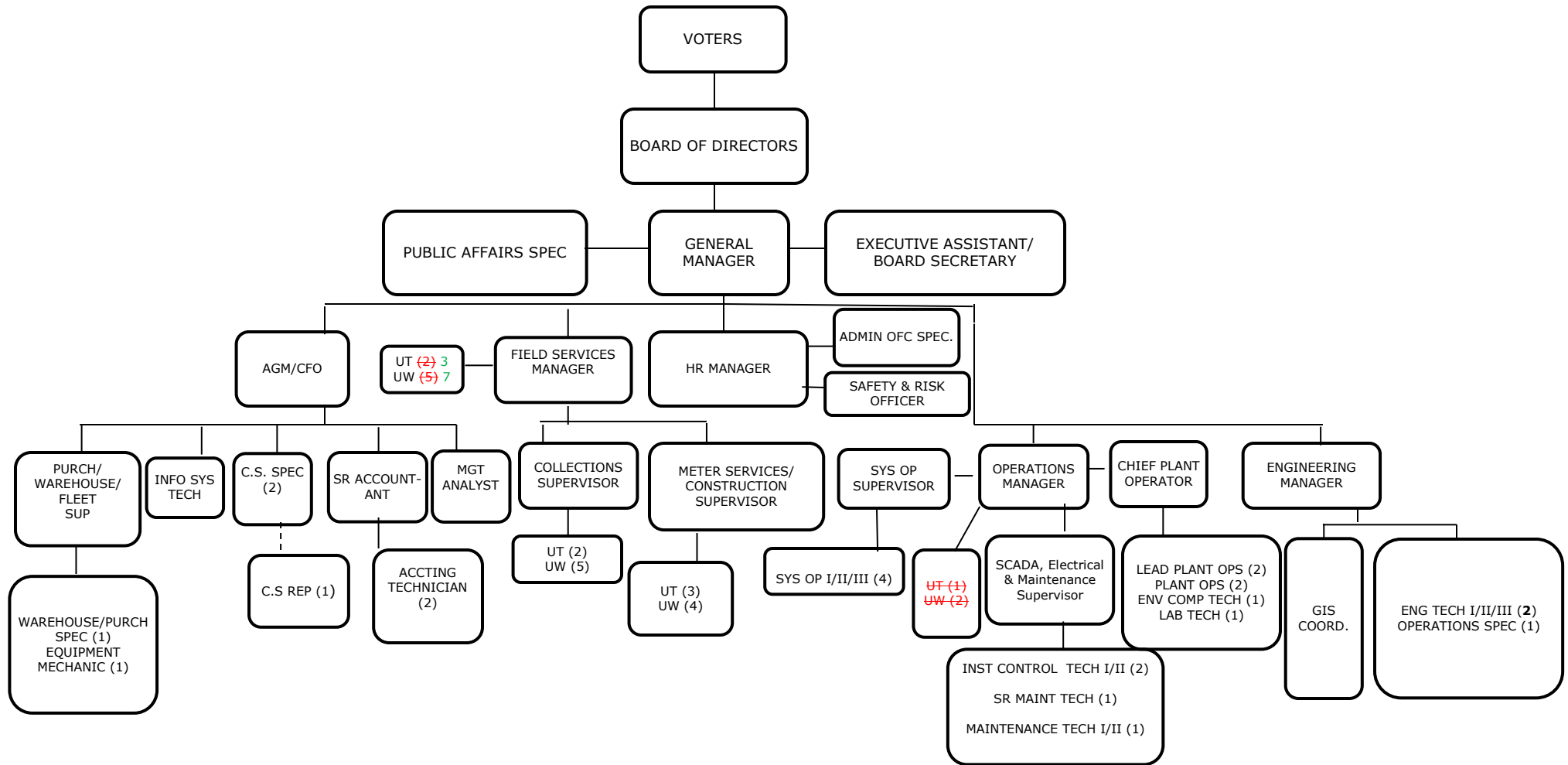
46 = Without a Degree

48 = With a Degree

Attachment C

FPUD Org Chart

Personnel Committee Mtg. 111621



69 Total Positions

M E M O

TO: Personnel Committee
FROM: Lisa Chaffin, Human Resources Manager
DATE: November 16, 2021
SUBJECT: Approval of a Temporary Employment Agreement for the Position of Operations Manager

Purpose

To obtain approval for a temporary employment agreement with Jason Cavender to perform as-needed work for the District as operations manager.

Summary

Jason Cavender retired from his position as operations manager, effective November 12, 2021. The District began an expedited recruitment process in July 2021 to hire his replacement ahead of his retirement in order to allow for some overlap and on-the-job training. Of the total 19 applicants, we interviewed the three most highly qualified applicants who possessed the required certification as a Water Distribution Operator Grade IV (D4) and certification as a Water Treatment Operator Grade III (T3). The District made a conditional offer of employment to one of applicants; however, he ultimately declined the offer and decided to remain with his current employer.

The District plans on reopening the recruitment in early 2022 to permanently fill the full-time, benefited vacancy. In the meantime, having Jason available to provide his professional knowledge and expertise will assist the District with critical operational and staffing support that will likely be necessary in the early stages of the opening of the Rancho Santa Margarita Groundwater Treatment Plant.

Budgetary Impact

The pay rate for this temporary assignment will be \$79.38 per hour and will not receive any additional pay or benefits. As such, the total budgetary impact will be offset by the total length of the vacancy of the fulltime, benefited position.

Recommended Action

That the Personnel Committee recommend to the Board of Directors approval of the temporary employment agreement with Jason Cavender.

AGREEMENT FOR TEMPORARY EMPLOYMENT

THIS AGREEMENT is between the FALLBROOK PUBLIC UTILITY DISTRICT, State of California, a special district (“District”), and Jason Cavender, an individual (“Employee”) (collectively, the “Parties”) and is effective at 12:00 a.m. on January 3, 2022.

Recitals

WHEREAS, Employee retired from his District employment as Operations Manager, effective November 12, 2021; and

WHEREAS, Employee’s interim employment as Operations Manager is authorized by Executive Order N-12-21, which suspends Government (Gov.) Code Section 7522.56(f), the 180-day break in service requirement, for CalPERS retirees that begin appointment as a retired annuitant with a CalPERS employer on or after July 1, 2021 to ensure adequate staffing in response to COVID-19, until further notice; and

WHEREAS, the District is conducting a recruitment for a permanent appointment to the regular position of Operations Manager; and

WHEREAS, the District has a need for an employee to perform duties of the position of Operations Manager, a position involving specialized skills and training and which is critically necessary to the on-going duties and functions of the District; and

WHEREAS, Employee is competent and qualified to perform the services required by this Agreement, and District wishes to have Employee perform the Operations Manager duties on an interim, as-needed, basis; and

NOW, THEREFORE, the parties do mutually agree as follows:

Agreement

1. Appointment and Scope of Services: Employee has been appointed as interim operations manager, and shall temporarily perform the functions of the position, which involves highly-specialized and critically-needed skills set forth in the attached job description. Such employment is “at will,” subject to the terms of this Agreement, and Employee shall perform said duties at the pleasure of and under the direct supervision of the general manager.

2. Compensation:

Rate of Pay: Employee shall be paid at the rate of \$79.38 per hour. The District has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the District to other employees performing comparable duties, as listed on the District’s publicly-available pay schedule and publicly- available employment agreements. Payments will be made on regularly scheduled District payroll dates, and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for Employee’s services under this Agreement.

3. Work Schedule and CalPERS' 960-Hour Limitation:

The position is a temporary, hourly assignment that shall not exceed 40 hours per week. Due to the nature of the position, it is understood that the workday and workweek hours may vary, however Employee shall not work overtime. The District retains the right to designate, reduce, change, or amend the number of hours assigned to Employee consistent with the District's workload and other needs.

Executive Order N-84-20 allowed for the suspension of the fiscal year 960-hour limitation for CalPERS retired annuitants under Gov. Code section 21221(h). Any hours worked by a retired annuitant to ensure adequate staffing during the state of emergency will not be counted toward the 960-hour limit for the fiscal year. The work hour limitation for retired annuitants is suspended from the date the state of emergency was declared until further notice.

4. Employment Status:

A. Benefits: Other than the compensation described above in Section 2, Employee will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Employee understands and agrees that he is not, and will not be, eligible to receive any benefits from the District, including any District group plan for hospital, surgical, or medical insurance, any District retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the District, except for workers' compensation insurance coverage or similar benefits required by law.

B. No Membership in Bargaining Unit: Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

C. No Property Right in Employment: Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that he acquires no property interest in his employment by virtue of this agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action except as otherwise provided by law.

5. Representation of Employee: Employee represents that he is properly trained and certified to perform the duties required of the positions and this Agreement.

6. Effective Date and Term of Agreement: This Amended Agreement shall be effective on January 3, 2022 ("Effective Date"), and unless terminated earlier, shall terminate automatically at midnight on December 31, 2022 for the position of interim operations manager. Employment is temporary, at-will and may be terminated with or without cause and with or without notice at any time by the Employee or the District. Employee is not eligible for any severance payment or benefit relating to or arising out of the termination of this Agreement.

7. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by employee to any third party.
8. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in San Diego County.
9. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
10. Conflict of Interest: Employee agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement.
11. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement.

No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the District is effective. Employee specifically acknowledges that in entering into and executing this Agreement, he relies solely upon the provisions contained herein and no others.

12. Support Services and Equipment: Employee shall be provided office space and the equipment needed to perform his duties and sufficient to fulfill obligations under this Agreement.
13. Notices: All notices permitted or required under this Agreement shall be given to the respective parties by hand-delivery or by mail at the following address, or at such other address as the respective parties may provide in writing for this purpose, by deposit in the U.S. Mail, postage pre-paid, addressed as follows:
14. Indemnification: In accordance with and subject to the limitations of the California Government Claims Act and California Labor Code, the District shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's services as interim operations manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of his employment as interim operations manager.

Dated: _____

EMPLOYEE:

JASON CAVENDER

Dated: _____

DISTRICT:

JACK BEBEE, GENERAL MANAGER

DRAFT