

**AT-WILL EMPLOYMENT AGREEMENT FOR**  
**(Sanitary Department Manager)**

This At-Will Employment Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_, 2025, by and between the Crockett Community Services District (“District” or “Employer”) and JAMES BARNHILL (“Employee”), subject to the following terms and conditions.

**RECITALS**

This Agreement is made and entered with respect to the following facts:

- A. Employer is a public agency and community services district organized and existing under and pursuant to the Community Services District Law (Government Code, § 61000, *et seq.*).
- B. Employer desires to hire Employee for the position full-time and to provide compensation on an salary basis beginning \_\_\_\_\_, 2025, subject to the following terms and conditions.
- C. Employee desires to accept such at-will employment subject to the following terms and conditions.

**NOW, THEREFORE**, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, Employer and Employee agree as follows:

**AGREEMENT**

**1** Employment of **Sanitary Department Manager**. Employer initially hired Employee August 10, 2015 and retained Employee as full-time **Sanitary Department Manager** effective January 1, 2016. Employee hereby accepts such employment subject to the terms and conditions of this Agreement. Employee is an at-will employee and in their capacity is under the authority of the **General Manager**.

**2** **Term of Employment:** The term of this Agreement shall commence \_\_\_\_\_, 2025 and shall continue for 36 months from the date of commencement unless terminated by either party in accordance with the provisions set forth in Section 6.

**3** **Employee’s Duties/Scope:**  
a. **Sanitary Department Manager:** Unless otherwise provided by action of the General Manager, Employee shall fulfill the duties and responsibilities of the position of **Sanitary Department Manager**, insured as administrative staff, as specified in applicable state laws and the Crockett Community Services District Code (“District Code”), Personnel Policy & Procedures Manual (“Personnel Policies”), and other District policies and/or job description for the **Sanitary Department Manager** position, as the same may be amended from time to time. Employee

acknowledges, while retaining this agreed compensation to reassignment, the General Manager, in discretion, may hire or otherwise appoint another individual as **Sanitary Department Manager**.

b. Employee shall perform other legally permissible functions and duties as the General Manager may assign from time to time, as needed.

c. “Formal action” for this purpose shall mean a motion, resolution, or ordinance approved or adopted by the Board of Directors in accordance with its policies.

d. Employee shall render their best professional services and skills for the benefit of the District. Employee shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards for a professional public agency administrator. Employee agrees to devote sufficient and adequate time, ability, attention, energy, knowledge, and skills to the performance of their duties under this Agreement.

e. See Exhibit A for District approved Duties and Responsibilities.

**3.1 Conflicts:** Employee shall not engage in any activity that is or may become a legal conflict of interest or a legally prohibited contract, or that does or may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

### **3.2 Schedule:**

a. While it is anticipated that Employee will normally work an approximately 40 hour work week, it is expected, due to the nature of the job, that from time to time such hours per week will be exceeded. Therefore, if possible, weekly hours worked may be reduced to minimize exceeding monthly total hours consisting of 40 hours per week.

b. Additional time beyond the District’s normal business hours will be required, including, but not limited to, time in connection with attendance at evening meetings, and emergency response, outside of normal business hours.

c. Employee represents that any current additional activities will not interfere with their duties as **Sanitary Department Manager**.

d. Employee shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall complete all disclosure forms required by law.

**3.3 Exempt Position:** The position of **Sanitary Department Manager** is exempt under the Fair Labor Standards Act.

**3.4 Board and Commission Members:** No Board nor Commission Member shall interfere or influence the execution of Employee’s duties.

**3.5 Location:** Except as stated herein, it is anticipated that the majority of the services provided by Employee under this Agreement will be provided at District facilities.

a. Employee shall perform the duties described by this Agreement as specified by the General Manager.

b. When necessary or expedient, Employee may perform work remotely. Employee shall be available to meet with members of the Board of Directors, General Manager and other employees, contractors, members of the public, representatives of other agencies, and other individuals having an interest in District business at a District facility on a by-appointment basis.

**3.6 Conduct:** Employee acknowledges that the position of **Sanitary Department Manager** is a position of high visibility before the public. Employee shall conduct themselves before the public, both during and outside of regular working hours, in a manner that reflects favorably upon Employer.

**3.7 Support and Equipment:** The District shall, at District expense, supply Employee with sufficient personnel, contractors, and equipment to allow Employee to perform Employee's duties and obligations under this Agreement. All equipment supplied by District to Employee shall be returned to the District upon termination of this Agreement.

a. The District shall, at District's expense, supply Employee with a cellular phone or provide reasonable compensation for use of the employees phone for the purpose of conducting District business.

b. The District shall, at District's expense, supply Employee with a computer for the purpose of conducting District business.

**3.8 Reimbursement:** Subject to Employer's policies, restrictions, and directions, including submission of receipts or other satisfactory documentation, Employer shall pay or reimburse Employee for actual and necessary expenses reasonably incurred by Employee in the performance of Employee's duties pursuant to this Agreement, including such expenses incurred when traveling on District business. Expenses incurred while commuting to District facilities to carry out employment duties shall not be reimbursed.

a. Employee shall provide his or her own automobile for use in conducting normal District business at office locations. Unless otherwise expressly agreed upon, the District's Personnel Policies, as the same may be amended from time to time, shall govern reimbursement of Employee's business mileage.

**4 Compensation:** As consideration for Employee's performance of their duties under this Agreement, Employee shall receive the following compensation unless and until this Agreement is terminated, modified, or amended as hereinafter provided:

**4.1 Salary or Hourly Pay:** Employee is a monthly, exempt paid employee. Based on a fulltime equivalent ("FTE")<sup>1</sup> annual salary of \$121,492.80 dollars and per year, Employee shall be paid at a rate of \$58.41 dollars and cents per hour for all authorized hours worked, less all applicable Federal, State and local withholding, payable on the District-established payroll cycle. Employee shall submit timesheets in accordance with Personnel Policies. Compensation shall be paid once per month in accordance with District policies.

**4.2 Deductions:** Taxes and other legally required deductions will be deducted from Employee's compensation under this Agreement.

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<sup>1</sup> This calculation is based on 2080 hours per year for a full-time 40 hour per week position.

**4.3 Workload:**

a. It is expected that the position of **Sanitary Department Manager** will be a 100-percent full-time equivalent and that the duties and responsibilities of the **Sanitary Department Manager** will require 40 hours per week.

b. Employee understands that every effort will be made to limit work to forty (40) hours per week, excepting emergency events. In the event of a request and authorization by the General Manager, in the event the General Manager appoints another individual to serve as **Sanitary Department Manager**, or if necessitated by an emergency, Employee agrees to work hours exceeding 40 hours per week.

c. Any emergency declared by employee in their capacity as **Sanitary Department Manager** shall be subject to approval by the **General Manager**.

**4.4 Annual Cost-Of-Living Increase:** On July 1, 2025, and every July 1 thereafter, the hourly rate in Section 4.1, above, shall be increased in an amount equal to the twelve-month percent change for San Francisco-Oakland-Hayward, California CPI-U for March of the current calendar year.

**4.5 Annual Performance Review:** On or before September 1, 2025, and every September 1 thereafter, or more frequently if requested by either party, the General Manager, shall review the performance evaluation of Employee. General Manager and Employee shall agree to a work plan for Employee for the following year and shall reevaluate the requirements and limitations set forth in Section 4.3, herein, to determine whether such requirements and limitations should be adjusted. At the time of the annual review, if the General Manager, in sole discretion, concludes that Employee has performed exemplary service as **Sanitary Department Manager**, the Board may award a merit bonus or increase to Employee's hourly rate forth in Section 4.1, as may be increased from time to time.

**4.6 Amendment:** Changes to FTE annual base salary or hourly rate, including cost-of-living adjustments and/or merit increases, shall be memorialized by an amendment to this Agreement.

**4.7 No Overtime:** In keeping with status as an exempt employee, compensation to Employee for all hours worked will occur at the same rate, up to 2,080 total hours per annum. Hours worked over monthly total hours, consisting of 40-hour work weeks within the calendar month will be applied each month to vacation accrual.

**5 Employee Benefits:** Except as otherwise stated in this section, Employee shall be entitled to benefits as provided by the Personnel Policies to the extent Employee is eligible under such policies.

**5.1 Health Benefits:** Employee shall be entitled to health benefits as provided by the Personnel Policies to the extent Employee is eligible under such policies.

**5.2 Vacation Leave:** Upon the effective date of this Agreement, Employee shall accrue paid vacation leave at the rate of 6.667 hours per month, equal to 80 hours or 10 days' of vacation leave per year for the first five (5) years of employment. To be adjusted to 10 hours per month on the 5<sup>th</sup> year of employment equal to 120 hours or 15 days' vacation, and to be adjusted to

13.334 hours per month on the 10<sup>th</sup> year of employment equal to 160 hours or 20 days' vacation. Accrued and unused vacation time shall accumulate year-to-year and must be approved by the General Manager before use. Accrued but unused vacation leave will be paid in full upon separation at the current hourly rate at time of separation. Employee may utilize vacation leave after the first ninety (90) days of employment. Employee may use up to eight (8) hours of vacation leave per day. Employee will have access to two (2) weeks administrative paid leave per calendar year, to be used within that year or be forfeit. The administrative leave will renew each calendar year.

**5.3 Sick Leave:** Upon the effective date of this Agreement, Employee shall accrue sick leave at the rate of 3.34 hours per month, equal to 40 hours, one (1) week per year. Employee may utilize sick leave after the first ninety (90) days of employment. ~~Any unused sick leave days at the time of Employee's termination shall be forfeited and shall not be paid upon termination.~~ Accrued and unused sick leave shall carry over to the following year. ~~Separation from employment with the District shall cause cancellation of any accrued but unused sick leave, except as provided in this section, and no payment other than that provided for in this section shall be made for such accrued but unused sick leave.~~ Employee may use up to eight (8) hours of sick leave per day.

**5.4 Retroactive Vacation and Sick Leave:** ~~Upon the effective date of this Agreement, Employee shall be entitled to a lump sum accrual of vacation and sick leave hours based on hours worked, and for paid holidays, for the period beginning \_\_\_\_\_, 2024 and ending on the last day worked before the effective date of this Agreement. Any vacation and/or sick leave hours already accrued by Employee for the period described in this section shall be added to the lump sum accrual.~~

**5.5 Holidays:** District will provide Employee with fourteen (14) paid holidays which shall be taken on all federally recognized holidays, with any holidays beyond the federally recognized holidays to be taken at the discretion of Employee. For the purpose of holiday pay, one "day" shall mean eight (8) hours and one "half day" shall mean four (4) hours.

**5.6 Jury Duty Leave:** In the event Employee is summoned to jury duty, they shall be paid Employee's regular wage for each working day of absence up to eight (8) hours up to forty (40) hours per calendar year providing that jury fees, less mileage, are refunded by Employee to the Board. In order to receive payment under this section, Employee must give Employer prior notice that Employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days and hours claimed.

**5.7 CalPERS:** Employer contracts with the California Public Employees' Retirement System ("CalPERS") for retirement benefits. ~~Employee shall be eligible for participation in CalPERS effective \_\_\_\_\_, 2024. To the extent that contributions to CalPERS for the period between \_\_\_\_\_, 2024 and the execution date of this contract were not made as regular contributions, Employer shall make a one-time lump sum contribution in an amount equal to the employer contribution rate that would have been payable for the hours worked by Employee between \_\_\_\_\_, 2024 and the execution date of this contract.~~

**5.8 No Other Benefits:** Except as expressly provided in this Agreement, Employee shall not be entitled to enjoy or be paid for any other benefits available to other employees of District.

**6 At-Will Employment; Termination:** It is specifically understood and agreed that Employee serves and reports to the General Manager. This Agreement and the relationship hereby created may be terminated at any time at the will of General Manager, in its sole discretion, with or without cause, subject to the following:

**6.1 For Cause:** If Employee is terminated for cause, Employee's employment and this Agreement will be terminated effective immediately and Employee shall receive pay and benefits only through the effective date of termination. As used in this Agreement, "cause" includes without limitation, as determined in the sole discretion of the Employer, any of the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the District's or Employee's reputation, (6) involvement in any act of moral turpitude that would compromise Employee's effective performance as **Sanitary Department Manager**, (7) taking a public position adverse to the interests of Employer without Employer's prior written consent, (8) violation of any fiduciary duty owed to Employer, (9) unauthorized or unexcused absence from employment or unauthorized or unexcused failure to perform employment duties for more than forty-eight (48) hours, (10) violation of District policies or procedures, (11) failure to maintain satisfactory working relationships with other employees, agents, or the public, (12) improper use of District funds, and/or (13) other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the District. No Severance Compensation shall result from a termination for cause.

**6.2 Incapacity:** Employer shall have the option to terminate this Agreement without further payment of compensation and benefits, not including severance, if Employee becomes deceased, disabled, or incapacitated to such an extent that Employee cannot perform the **Sanitary Department Manager** duties for a period of two (2) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period. Any due compensation, benefits, and severance are to be directed to the named employee, or to their beneficiary in the case of death, illness, or incapacitation.

**6.3 By Employee:** Employee may terminate this Agreement and resign their employment at any time, for any reason upon three (3) months' prior written notice to Employer. This Agreement and Employee's employment shall terminate upon the expiration of the three-month notice period. Once Employee gives General Manager such written notice, Employee shall not have the right to rescind it without an affirmative of the General Manager as of the date Employee requests, in writing, that said written notice be rescinded. Upon receipt of Employee's written notice of resignation and termination of this Agreement, General Manager shall have the right to immediately remove Employee from their position as **Sanitary Department Manager**, or to permit Employee to remain in the position of **Sanitary Department Manager**, for all or any part of the three-month notice period. If General Manager elects to immediately remove Employee from their position as **Sanitary Department Manager**, or to remove Employee from their position as **Sanitary Department Manager**, before the expiration of the three-month notice period, then District shall pay Employee an amount equal to the prorated salary and benefits that Employee would have received if Employee had remained in the position of **Sanitary Department Manager**, for the three-month period plus severance. If Employer requests that Employee continue to perform the duties of **Sanitary Department Manager** during the three-month notice period and Employee faithfully performs the duties necessary for the ongoing functioning of the District and the orderly transition of job knowledge, duties, and assistance in training of a new **Sanitary Department Manager**, during

said three-month notice period, Employee shall be entitled to full pay and benefits up to date of separation. If Employee fails or refuses to remain during the three-month notice period, then Employee shall receive no salary or benefits after the last date the Employee performs the duties required of them as **Sanitary Department Manager**. Pursuant to this Agreement, all accrued vacation will be paid in full upon separation. Accrued sick leave will be paid, prorated by the three-month period from notice of separation to end of employment.

**6.4 Severance:** In the event Employee is terminated by the General Manager terminated without cause, suspended, or furloughed during the term of this Agreement, the District shall provide employee with severance in the form of a lump sum payment of equivalent to six (6) months of Employee's current annual salary, less all applicable State, Federal and/or Local withholding. Any severance amount paid pursuant to this Agreement shall be subject to any restrictions set forth in California Government Code Section 53260. With the exception of the foregoing, Employer shall not pay Employee any other amounts whatsoever upon termination of Employee's employment. California Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 are incorporated by reference as if fully set forth herein.

**6.5 Elections:** Employee shall not be terminated without cause during the 30-day period preceding or following any District election for membership on the Board of Directors, or during the 90-day period following any change in membership of the Board of Directors.

**7 Waiver and Release Concerning Additional Compensation:** The Parties understand and agree that the consideration specified in Section 4 and Section 5, above, is the sole compensation to which Employee will be entitled for work performed pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, managers, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition ("Additional Compensation") to that specified in Section 4 and Section 5, above, concerning Employee's performance as **Sanitary Department Manager**,. Except as may otherwise be required by law, the Additional Compensation waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System ("PERS") concerning work performed for District, and any and all other compensation or benefits that may otherwise be due Employee under District policies.

**8 Waiver and Release of Rights Concerning Termination or Expiration of this Agreement:** By signing this Agreement, to the maximum extent allowed by law, Employee, on behalf of themselves and their heirs, estate, executors, successors and assigns waives, releases and discharges the District and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all rights Employee may otherwise have concerning notice, hearing or other procedural rights ("Procedural Rights") under the District's policies, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.

**9 Employer Property:** All correspondence, memoranda, records, files, plans, papers, notes, notebooks, reports, manuals, ideas, intellectual property, trademarks, copyrights, patents, computer software or hardware and other materials (regardless of their form) that Employee receives, creates or produces in connection with this Agreement or with Employee's employment by Employer

shall be and remain the exclusive property of Employer. Employee shall immediately deliver all originals of any such materials or matters that are either in Employee's possession or under Employee's control to Employer upon termination of this Agreement or upon request of any officer of Employer. In addition to the foregoing, immediately upon termination of Employee's employment, Employee shall cease using and shall surrender to Employer all keys issued to Employee to Employer's building, all passwords and other methods of gaining access to Employer's premises, property, email accounts, data, bank accounts, or information, all credit cards, debit cards, mobile telephones and radios, laptops, portable storage or recording devices, and all other property of Employer. The foregoing notwithstanding, Employee shall be permitted to retain copies of records prepared by Employee that would be available to any member of the public pursuant to a bona fide request under the Public Records Act, Government Code Section 6250 et seq. Employer shall be represented by the General Manager, District Counsel, or other designee of the Board to effect and complete the surrender of Employer Property from Employee. Notwithstanding the foregoing, District acknowledges that any patent rights of Employee created, formed, or owned during the duration of this Agreement are presumed to arise outside of this Agreement and are owned by Employee.

**9.1 Assignment:** This Agreement is personal in nature and the parties hereto shall not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**9.2 Entire Agreement:** This Agreement supersedes any and all other agreements and amendments to agreements, either oral or in writing, between the parties hereto with respect to the relationship between District and Employee, and contains all of the covenants and agreements between them with respect to that relationship. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

**9.3 Modification:** Any modification of this Agreement will be effective only if it is in writing and signed by the General Manager or District Board President and Employee.

**9.4 Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**10 Indemnification:** Pursuant to the requirement of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, District shall defend, save harmless and indemnify Employee against any tort, professional liability claim, and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as **Sanitary Department Manager**. Said defense shall be provided by District until such time as all legal action on the matter is concluded. Any District funds provided for the legal defense of Employee shall be fully reimbursed in accordance with California Government Code Section 53243.1 if they are convicted of a crime involving an abuse of office or position as defined in California Government



Code Section 53243.4. District shall provide professional liability insurance to its employed agents of the State of California who: Enforce District Code to impose use charges on property tax roll. Act to impose penalties including liens, fines, and jail, or otherwise may cause a perceived ill effect or expense to private property or its owner(s), whether it be residential or commercial. Perform duties to abide by State and Federal regulatory requirements. Interface with the public, private and public contractors. Interface with local government officials and agents or systems of the State, or Federal government.

**11 Law Governing:** This Agreement shall be governed and construed in accordance with the laws of the State of California. Jurisdiction for any dispute arising out of or relating to this Agreement shall be exclusively with the Superior Court of the State of California. Venue for any such dispute shall be exclusively within Contra Costa County, California.

**12 Headings:** The headings used throughout this Agreement are used for convenience of reference only and shall not in any way limit or be deemed to construe or interpret the provisions of this Agreement.

**13 Cooperation:** Each party hereto agrees to execute and deliver any documents and to take any other actions that may be reasonably requested by the other party to accomplish the purposes of this Agreement.

**14 Waiver of Breach:** No waiver of any breach of this Agreement shall be effective unless in writing and no waiver shall constitute a waiver of any subsequent breach.

**15 Notices:** Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Crockett Community Services District

\_\_\_\_\_  
\_\_\_\_\_  
Attention: General Manager

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternatively, notices required by this Agreement may be personally served in the same manner as applicable to civil judicial process.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EMPLOYEE CROCKETT COMMUNITY SERVICES DISTRICT

Name \_\_\_\_\_ By: \_\_\_\_\_, President

# ***SANITARY DEPARTMENT MANAGER***

The Crockett Community Services District has one Sanitary Department Manager that serves Crockett and Port Costa. The Sanitary Department Manager is responsible for the efficient and effective management, administration, and operation of the Crockett and Port Costa Sanitary Departments as set forth in the District Code, Title 4. The Sanitary Department Manager reports to the General Manager (GM). The General Manager serves as the Sanitary Department Manager if the position is vacant.

## **Duties and Responsibilities**

Include, but are not limited to:

1. Manage the day-to-day business matters of the Crockett and Port Costa Sanitary Departments. Be familiar with District property, sewer system, treatment plant, processes, disposal, equipment, maintenance procedures & responsibilities, Board policy, ordinances & resolutions, contracts & agreements, leases, and District history.
2. Exercise discretion and independent judgment with respect to matters of significance.
3. With the General Manager's guidance, plan and implement the Sanitary Department's objectives, programs, policies, and procedures. When appropriate, review and evaluation of these programs may be required.
4. Make verbal & written reports at meetings of the Sanitary Commission; provide Commissioners with copies of all documents of interest; transmit recommendations from maintenance contractors and others; seek guidance from the Commission in all matters.
5. Execute, file, and preserve contracts and agreements. Be familiar with all contracts and agreements, especially with Natural Systems Utilities (NSU), C&H (ASR), and West County Wastewater District (WCWD), and establish and maintain cooperative relationships with vendors, service providers, and other agencies.
6. Provide assistance and backup the General Manager when requested.
7. Act as *Owner's Representative* when required on construction contracts. Prioritize projects, determine project scope of work, and have project engineered if needed. Work with the General Manager to perform day-to-day aspects of sewer pipe construction projects.
8. Perform the duties of *Legally Responsible Official* (LRO), as required by the State and Regional Water Resources Control Board and State Law. Fill out a Spill Incident Report for all incidents reported as sewage spills even if lateral spills or false alarms. See Spill Binder, Section 8. Submit and certify monthly and annual electronic-Self Monitoring Reports (eSMR), submittals and cover letter drafted by NSU and reviewed by District management.
9. Act as *Backup Emergency Responder* when *Primary Emergency Responder* is unavailable. Be prepared to oversee response by NSU, contractors, and other agencies on Sanitary Sewer Spills, respond to private lateral sewer spills, urgent service or emergency repairs on collection systems or equipment if providing on-call coverage. Be available by cell phone 24-hours for all emergency notification and meet response timelines as outlined in District adopted Sewer System Management Plan (SSMP). Receive, log, and investigate all reports of sewage spills, sewage odors and incidents of fire, vandalism, accidents and equipment failure.

Make immediate notification to the General Manager, OES, SWRCB, RWQCB, BAAQMD or Health Dept. when required by law. As the *Backup First Responder* to treatment plant and pump station alarms, be prepared to respond to the treatment plant in event of emergencies until NSU responds.

10. Prepare all legally required reports to regulatory agencies, permitting agencies, and other government agencies including:
  - a. Contingency Plan: Keep a binder for emergency preparedness, including the Contingency Plan approved by RWQCB. Maintain certification of SEMS training. Always maintain equipment and supplies for emergency use on site. Update Emergency procedures as needed and inform the General Manager to update District Emergency binder.
  - b. System Management Plan: Implement and update the SSMP plan as required by the State to demonstrate that the collection system is properly managed for continuing reliability.
  - c. System Rehabilitation Plan: Implement the SSMP and System Rehabilitation Plan for comprehensive inspection, repair and maintenance of the sewer system.
  - d. Sewer Inspection Program: Contract for inspection of sewer collection system as part of the SSMP requiring full system inspection every 10 years, which can be met by performing 10% inspection of the system annually.
  - e. Pollution Prevention Program: Implement the Program as required by our discharge permit from the RWQCB, with annual reports on actions taken to protect our wastewater from pollutants.
11. Ensure that all necessary actions are taken on time, in full compliance with legal requirements. Maintain monthly and annual calendars of actions to be taken.
12. Present ideas effectively, both orally and in writing.
13. Spending Authority: Stay within the \$1,000 spending limit established by the Board Dec. 1995. Get provisional approval from the General Manager for urgent expenses above that limit. Under emergency conditions as defined by Resolution No. 97-98-04 the General Manager has spending authority up to \$50,000 subject only to notification of the President as soon as possible.
14. Expenses/Warrants: Verify accuracy of all bills received. Transmit invoices to the Finance Officer quickly. Recommend and pursue ways to economize.
15. Review and log lab results from testing at the treatment plant, communicate with NSU Operators if any permit exceedances are noticed. Approve payment to lab vendors.
16. Timesheets: Keep a detailed log of time worked each day, identifying time spent on each type of capital project, on recoverable-cost items of work, and on other tasks as needed.
17. Vehicle: District vehicle is for use on District property and facilities, and for District business as needed. If using a privately owned vehicle, a record of miles driven and operating costs must be logged and submitted for monthly reimbursement.
18. Incident Report: Report incidents to General Manager and log events. Provide the Crockett and Port Costa Sanitary Commissions an Incident Report, either verbal or written.
19. Enforcement: Respond immediately to all reports of sewage spills. Work with the General Manager to enforce District Code & Specs as needed to abate spills from private laterals and to

- address code violations when discovered. Notify violators of permit requirements and pursue enforcement actions with help from General Manager.
20. Abatements: Implement Board policy on abatement of nuisance when property owners will not cooperate. Record all staff time and abatement costs. Work with GM to recover abatement costs on the tax roll.
  21. Capital Projects: Recommend capital projects to the Commission and District Board for funding each year. Arrange grant or loan financing as needed.
  22. Lateral Inspection: Implement and enforce the lateral inspection program of Ordinance #07-1. Follow administrative procedure for issuing Deficiency Reports and Compliance Certificates.
  23. Leases & Easements: Work with the General Manager to maintain leases and easements, maintain original files in District office.
  24. Encroachment Permits: Implement and enforce the easement protection program of Ordinance #01-2. Follow administrative procedure for issuing Encroachment Permits and recording agreements. Maintain records of encroachments requested and actions taken.
  25. Treatment Capacity: Receive flow reconciliation reports from Inframark/C&H (ASR).
  26. Receive flow data from NSU.
  27. Water Consumption Data: Request water records from EBMUD and Contra Costa Water District each winter and analyze data for next year's sewer use charge study report.
  28. Standard Specifications: Recommend updates as needed. Publish revisions following Board approval.
  29. Other Duties: Confine activities and public statements to serving the District Board and Board policy.