

RESOLUTION NO. _R2017-06

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT
APPOINTING EDWARD R. CROUSE AS
INTERIM GENERAL MANAGER**

BE IT RESOLVED by the Board of Directors of the Rancho Murieta Community Services District as follows:

1. Recitals. This resolution is made with reference to the following background recitals:

(a) Edward R. Crouse retired from the District in the position of General Manager on June 30, 2014.

(b) The current regular General Manager, Darlene J. Thiel, is retiring from the District effective July 8, 2017.

(c) The District Board of Directors desires to employ and appoint Mr. Crouse as interim General Manager of the District pursuant to Government Code section 21221(h), and determines that, given Mr. Crouse's significant prior experience managing the District's day-to-day operations, his appointment and the nature of his employment as interim General Manager of the District is necessary to prevent stoppage of public business.

(d) The District Board of Directors is under contract with CPS HR Consulting for the recruitment of a new regular General Manager.

(e) The District Board finds that, as required by Government Code section 7522.56, Mr. Crouse did not receive a retirement incentive upon his retirement that would render him ineligible for employment as a retired annuitant with the District.

(f) The District Board has reviewed the employment agreement with Mr. Crouse, which provides that his employment shall be limited to 960 hours per fiscal year to perform tasks requiring specialized skills not possessed by any other District employee.

(g) As stated in the employment agreement and as further required by Government Code section 7522.56, the compensation proposed to be paid to Mr. Crouse shall not be less than the minimum, nor exceed the maximum, paid by the District to other employees performing comparable duties, divided by 173.333 to equal an hourly rate. The maximum monthly base salary for the General Manager position with the District is \$15,401 and the hourly equivalent is \$88.85. The minimum monthly base salary for the position is \$11,667 and the hourly equivalent is \$67.31. Mr. Crouse will receive an hourly rate of \$83.17 and will not receive any other benefit, incentive, compensation in lieu of benefit, or any other form of compensation in addition to this hourly rate.

(h) The District Board finds that no matters relating to Mr. Crouse's appointment or employment with the District have been or will be placed on the consent calendar.

2. Approval of Employment Agreement. The Board of Directors hereby certifies that the nature of Mr. Crouse's employment and appointment as interim General Manager is necessary to fill a critically needed position with the District and hereby approves the employment agreement attached hereto and incorporated herein as Exhibit A.


PASSED AND ADOPTED this 17th day of May 2017 by the following vote:

Ayes: Pecotich, Graf, Clark, Merchant, Pasek

Noes: None

Abstain: None

Absent: None



Mark Pecotich, President of the Board
Rancho Murieta Community Services District

Attest:



Suzanne Lindenfeld
District Secretary

EXHIBIT A
EMPLOYMENT AGREEMENT
FOR INTERIM GENERAL MANAGER SERVICES

**EMPLOYMENT AGREEMENT
FOR INTERIM GENERAL MANAGER SERVICES**

THIS AGREEMENT is made and entered into on _____, 2017, by and between the Rancho Murieta Community Services District, a public District (“District”), and Edward R. Crouse, an individual (“Employee”), who agree as follows:

1. Employment. District appoints and employs Employee as interim General Manager of the District, and Employee accepts such employment, on and subject to the terms and conditions of this Agreement and Government Code section 21221 (h), which governs the employment of CalPERs retired annuitants.

2. Term. This term of this Agreement shall commence on June 12, 2017 and will remain in effect until Employee works a total of 960 hours in a fiscal year, or upon the hiring of a new regular General Manager (and after a sufficient transition/training period), whichever is sooner, unless sooner terminated as provided by the termination provision below.

3. Duties. Employee’s duties under this Agreement will be those duties and responsibilities that are (a) assigned to the office of the General Manager in the Community Services District Law, (b) listed on the job description for the General Manager position as adopted and amended from time to time by the District Board of Directors, (c) described in the District Code and District ordinances, resolutions and policies, and (d) otherwise assigned or directed by the Board of Directors. Employee will be the chief executive officer of District and work under the direction and control of the Board of Directors. Employee also will serve as District Treasurer (sometimes referred to in District governing documents as Finance Officer). Employee at all times will act in the best interests of the District and perform her duties in a competent and professional manner.

4. Hours. Employee shall be available to work at such times as appropriate to fully and competently perform the duties of the position, regardless of the number of hours or time of day or week involved. Employee acknowledges that the duties of the position may require more than 40 hours per week, and that some day-to-day hours may vary from well above eight hours (for example on a Board meeting day) to below eight hours. Employee shall be compensated for hours actually worked.

5. Outside Employment and Activities. Employee shall not engage in any conduct, other employment or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to District or that would reflect unfavorably upon the interests of District. Any outside employment, consulting or business conducted by Employee during the term of this Agreement requires the prior approval of the District Board of Directors.

6. Compensation. For all services to be rendered by Employee under this Agreement, District will provide to Employee the following salary and benefits:

a. Salary in the amount of \$83.17 per hour, which falls within the allowable salary range of \$67.31 to \$88.85 per hour based on the published monthly salary range for the

General Manager position divided by 173.33 to determine the hourly rate range as required by Government Code section 21221 (h).

- b. No additional benefits shall be provided.

7. Other Terms and Conditions of Employment. Employee's employment also will be governed by the District Personnel Manual (as the same may be amended by District from time to time) and the parties will comply with all applicable provisions of the Personnel Manual. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition of the Personnel Manual, the Agreement will govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law will govern.

8. Ownership of Documents. Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Employee during the term of his employment (the "Work") will be the property of District. District will have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Employee.

9. Termination. This Agreement may be terminated [prior to its expiration date] in any one of the following ways:

- a. By mutual agreement of the parties, expressed in writing.
- b. By Employee, upon giving to District not less than four weeks' prior written notice of resignation.
- c. By the death of Employee.

d. By District, for cause, upon giving to Employee written notice of immediate termination. The written notice of termination will specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Employee to meet with the District Board of Directors on the reasons for the termination. If Employee requests a meeting, the meeting will be held at the Board's earliest convenience in a closed session, unless Employee requests an open session. After the meeting, the Board may affirm, modify or reverse its decision to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes District operations; conduct that tends to bring discredit to District; conduct unbecoming an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of Employee's duties; theft of District property; violation of law; violation of the District Personnel Manual; or, material breach of this Agreement.

e. By District, without cause, upon giving to Employee 1 week prior written notice of termination.

10. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

11. Notices. Any notice to be given to Employee will be sufficiently served if given to Employee personally or if deposited in the United States Mail, regular pre-paid mail, addressed to Employee at the most recent residence address as shown on the District payroll records. Any notice to be given to District will be addressed to the District Board of Directors and delivered or mailed to the District Secretary at the District offices.

12. Successors and Assigns. This Agreement is personal to Employee. Employee may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

13. Amendments. This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by District must be approved by the District Board of Directors at a noticed public meeting. Individual Board members do not have the authority, express or implied, to amend, modify, waive, extend or in way alter this Agreement or the terms and conditions of Employee's employment.

14. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

15. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

16. Governing Law and Venue. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California. The County of Sacramento will be venue for any state court litigation and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

[SIGNATURE PAGE FOLLOWS]

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

EMPLOYEE

Mark Pecotich, President

Edward R. Crouse

Attest:

Suzanne Lindenfeld
Secretary of the Board