

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT**

NOTICE AND AGENDA

SPECIAL BOARD MEETING OF BOARD OF DIRECTORS

February 17, 2022

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

NOTICE IS HEREBY GIVEN that the Board of Directors has called a Special Meeting.

The meeting will be open to the public. The meeting will also be available for public viewing and participation through Zoom.

Weblink: <https://zoom.us/j/95621458555?pwd=ZDYzRDIVOHV3OFJrMDdsOHpqbnZz09>

Telephone number: 1- 669-900- 6833

Meeting ID: 956 2145 8555

Passcode: 638341

Public comment will be accepted in person, via Zoom and by email at akirk@skfcsd.org.

1. CALL TO ORDER AND ROLL CALL

DIRECTORS

Nathan Magsig

Sarah Guerra

David Cárdenas

Buddy Mendes, Vice Chair

Michelle Roman, Chairwoman

STAFF and CONSULTANTS

Ben Muñoz, Jr., General Manager/ Secretary

Alicia Kirk, Executive Assistant to the G.M.

Tricia Miller, Administrative Services/HR Manager

Hilda Cantú Montoy, General Counsel

Veronica Cazares, District Engineer

David Bacon, Information Systems Analyst

Members of the public will have an opportunity to address the Board on matters on this agenda.

2. APPROVAL OF AGENDA

Additions, deletions, substitutions, and adoption of agenda

3. CLOSED SESSION Pursuant to Government Code Section 54957(b)(1)

Public Employee Appointment

Title: Interim General Manager

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4. APPOINTMENT OF INTERIM GENERAL MANAGER

- A. Consider approval of Interim General Manager Employment Agreement With Veronica Cazares
- B. Establish Board Ad Hoc Committee as liaison with Interim General Manager.

5. RECRUITMENT FOR GENERAL MANAGER POSITION

- A. Discuss options for recruitment and provide direction including for issuance of RFP for recruitment consultant or other recruitment method.
- B. Establish Board Ad Hoc Committee to work on recruitment matters.

This notice is given pursuant to CA Government Code Section 54956 and this notice shall also be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public and on the District website at www.skfcsd.org.

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda will be made available for public inspection at the District Office located at 11301 E. Conejo Ave., Kingsburg, CA 93631 during normal business hours of 8:00 a.m. – 4:30 p.m., Mondays through Fridays. Such writings or documents will also be made available on the District website at www.skfcsd.org.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact Alicia Kirk at (559) 897-6500 ext. 213. Notification of at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

MEMORANDUM

February 17, 2022

To: S-K-F CSD Board of Directors
From: Hilda Cantu Montoy, General Counsel
Date Memo Prepared: February 15, 2022

Agenda Item: 4-A
Action: Motion

SUBJECT: Consideration of Employment Agreement with Veronica Cazares

DIRECTORS' SUMMARY

The Board is asked to consider and determine whether to approve Interim General Manager Employment Agreement With Veronica Cazares.

ACTION

Approval of the Interim Employment Agreement requires a motion approved by 3 members of the Board.

BACKGROUND

General Manager Ben Munoz is retiring effective March 4, 2022. With the imminent retirement of Mr. Munoz on March 4, 2022, the Board has considered an interim appointment to ensure the management and operations of the District continue without detriment. The Board will also be commencing an active recruitment process to hire a permanent General Manager.

The proposed agreement for the Interim General Manager position is with Veronica Cazares who serves as the District Engineer and has been employed with the District for 20 years. Under the proposed agreement, Ms. Cazares will temporarily perform and assume responsibility for the provision of professional services to the District as the Interim General Manager. Upon the conclusion of her services as Interim General Manager, she will have the right to return to the performance of her duties as the District Engineer.

During the effective period of this Agreement, Ms. Cazares will continue to receive the same benefits and salary that she would normally receive as District Engineer except for her salary and the use of the District vehicle. The salary is 10% higher than her regular base pay as District Engineer.

The Brown Act requires that prior to taking final action, the Board as the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken. See Government Code §54953 (c)(3). A summary of the Agreement is described in this Staff Report per the text that is required to be read out loud by the Chairperson or other designated Director at the Board meeting below.

Following Announcement to be read by Board Chairperson per Brown Act --

The proposed Interim General Manager Employment Agreement with Veronica Cazares is as follows:

- Term: March 4, 2022, through hiring of permanent General Manager
- Salary: \$11,221.33 per month
- Continuation of the following benefits received as District Engineer:
 - Certification Pay: 9% of Base Salary as District Engineer
 - Retirement Benefits: Continued enrollment in CalPERS Classic Tier 1 Plan; District to pay 11.2% employer contribution and employee to pay 7% employee contribution
 - Health Benefits: District to pay up to \$1,831.37 per month for employee and family CalPERS Health Benefits as employee hired before April 14, 2011
 - Vacation: calculated at following rates:
 - 0-3 years with District: 80 hours Annual Accrual
 - 4-10 years with District: 120 hours Annual Accrual
 - 11-15 years with District: 160 hours Annual Accrual
 - 16-20 years with District: 176 hours Annual Accrual
 - 20 plus years with District: 200 hours Annual Accrual
 - Sick Leave: Accrual at the rate of 8 hours per month of service capped at 1,000 hours
 - Holiday: The District currently recognizes the following holidays and Employee shall be entitled to 8 hours of holiday leave time for each such holiday: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving; Christmas; and one floating holiday
 - Bereavement Leave: 3 to up to a maximum of 40 working hours for death in the immediate family
 - Personal Business Leave: 8 hours per fiscal year

**SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
AGREEMENT FOR EMPLOYMENT OF INTERIM GENERAL MANAGER**

This Employment Agreement ("Agreement") is made and entered by and between the Selma-Kingsburg-Fowler County Sanitation District ("DISTRICT") and Veronica Cazares ("EMPLOYEE").

RECITALS

WHEREAS, the DISTRICT has received notice from current General Manager of his retirement on March 4, 2022; and

WHEREAS, the DISTRICT will begin an active recruitment process to hire a permanent General Manager; and

WHEREAS, EMPLOYEE has served as District Engineer for the District since April, 2002, and possesses the skills and knowledge necessary to perform the duties of Interim General Manager; and

WHEREAS, EMPLOYEE desires to temporarily perform and assume responsibility for the provision of professional services to the DISTRICT as the Interim General Manager; and

WHEREAS, EMPLOYER wishes to appoint EMPLOYEE as Interim General Manager; and

WHEREAS, upon the conclusion of her services as Interim General Manager, EMPLOYEE shall have the opportunity to return to the performance of her duties as the District Engineer; and

WHEREAS, during the effective period of this Agreement, the parties desire Employee to continue to receive the same benefits and salary that she would normally receive as District Engineer except as specifically modified herein.

NOW, THEREFORE, incorporating the foregoing recitals herein, DISTRICT and EMPLOYEE mutually agree as follows:

AGREEMENT

I. Appointment.

The Selma-Kingsburg-Fowler County Sanitation Board of Directors hereby appoints EMPLOYEE to the position of Interim General Manager in and for the DISTRICT. EMPLOYEE hereby accepts such appointment under the terms and conditions of this Agreement. EMPLOYEE acknowledges the position is a short-term commitment which will conclude upon the hiring of a permanent General Manager. EMPLOYEE may at her sole discretion decide to apply for the permanent position.

2. At-Will Status.

EMPLOYEE is an at-will employee who shall serve at the pleasure of the Board of Directors. Accordingly, the Board may terminate EMPLOYEE'S employment under this Agreement at any time, with or without cause. Nothing in this Agreement is intended to and this Agreement does not confer upon EMPLOYEE any right to any property interest in continued employment as Interim General Manager or any due process right to a hearing before or after any decision by DISTRICT to terminate the Interim Employment Agreement. Notwithstanding the foregoing, EMPLOYEE will have the right to return to the performance of her duties as the District Engineer.

3. Term of Agreement.

EMPLOYEE'S first day of employment shall be March 5, 2022. The first day of employment shall be the effective date of this Agreement. This Agreement will expire at the time the DISTRICT hires a permanent General Manager or upon termination of this Agreement under Section 4 of this Agreement.

4. Termination.

This Agreement may be terminated with or without cause by the DISTRICT Board of Directors. Whether employee is terminated with or without cause shall not affect her status as an at-will employee.

This Agreement may be terminated voluntarily by EMPLOYEE. In that event, EMPLOYEE is requested, but not required, to provide 30 days' courtesy notice in the event of a voluntary resignation.

Upon termination of this Agreement, EMPLOYEE will have the right to return to the performance of her duties as the District Engineer.

5. Duties and Responsibilities.

EMPLOYEE shall serve the DISTRICT and perform the functions and duties of the position of Interim General Manager as specified under the laws of the State of California, the Ordinances and Resolutions of the DISTRICT, and any other legally permissible and proper duties and functions as the Board of Directors may from time to time assign.

6. Hours of Work.

EMPLOYEE is expected to work a minimum 40 hour work week and understands that more than 40 hours may be required in a given week to get the job done.

7. Compensation and Benefits.

A. Salary. EMPLOYEE shall be paid a salary of \$11,221.33 per month payable on the DISTRICT-established payroll cycle. Partial months of service will be paid on a pro-rata basis.

B. Benefits. Under this Agreement EMPLOYEE will continue to receive the following benefits that she receives as District Engineer:

- 1) Certification Pay: 9% of Base Salary as District Engineer.
- 2) Retirement Benefits: Continued enrollment in CalPERS Classic Tier 1 Plan; EMPLOYER to pay 11.2% employer contribution and EMPLOYEE to pay 7% employee contribution.
- 3) Health Benefits: EMPLOYER to pay up to \$1,831.37 per month for employee and family CalPERS Health Benefits as employee hired before April 14, 2011.
- 4) Vacation: Employee shall earn vacation leave calculated at following rates based upon the length of his employment with the City:
 - a) 0-3 years with District: 80 hours Annual Accrual
 - b) 4-10 years with District: 120 hours Annual Accrual
 - c) 11-15 years with District: 160 hours Annual Accrual
 - d) 16-20 years with District: 176 hours Annual Accrual
 - e) 20 plus years with District: 200 hours Annual Accrual
- 5) Sick Leave: EMPLOYEE shall earn sick leave at the rate of 8 hours per month of service capped at 1,000 hours.
- 6) Holidays: Employee shall be entitled to 8 hours of holiday leave time for each such holiday: New Year's Day, Martin Luther King, Jr.'s Birthday, Third Monday in February, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving; Christmas; and one floating holiday.
- 7) Bereavement Leave: Employee shall be entitled to bereavement leave up to a maximum of forty (40) working hours for death in the immediate family.
- 8) Cell Phone. EMPLOYEE shall be issued a DISTRICT paid cell phone. The cell phone shall be returned to DISTRICT on EMPLOYEE'S last date of service to DISTRICT.
- 9) Personal Business Leave. 8 hours per fiscal year.

8. Conflict of Interest.

EMPLOYEE shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest include an interest arising from blood or marriage relationships or close business, personal, or political associations.

EMPLOYEE shall also be subject to the conflict of interest provisions of the California Government Code and the DISTRICT's Conflict of Interest Code.

EMPLOYEE is responsible for filing a Statement of Economic Interest at the time of appointment and at the time of separation from the position as required by the Fair Political Practices Commission (FPPC).

9. Miscellaneous.

The text in this Agreement shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This Agreement shall be governed by the laws of the State of California and venue shall be in Fresno County.

EMPLOYEE acknowledges that she has had the opportunity to review this Agreement with her counsel.

The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

This Agreement may be executed in counterparts containing original signatures.

This Agreement shall be effective only when and if approved by the Board of Directors.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written below.

DISTRICT

EMPLOYEE

Michelle Roman, Chairperson

Veronica Cazares

Date: _____

Date: _____