

**AMADOR WATER AGENCY
GENERAL MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is effective as of May 1, 2012, by and between the Amador Water Agency ("Agency") and Gene Mancebo ("General Manager").

WITNESSETH:

WHEREAS, the Agency desires to employ the services of Gene Mancebo as General Manager of the Agency; and

WHEREAS, it is the desire of the Board of Director of the Agency ("Board") to provide certain benefits, establish certain conditions of employment, and to set working conditions of the General Manager.

NOW, THEREFORE, in consideration of the premises above stated and the mutual covenants, terms and conditions hereinafter contained, the parties hereto agree as follows:

1. **EMPLOYMENT**

The Agency hereby agrees to employ Gene Mancebo as General Manager of the Agency to perform the functions and duties of General Manager as directed from time to time by the Board.

2. **EMPLOYMENT TERMS**

The Agency hereby agrees to employ the General Manager under this Agreement, and the General Manager agrees to be employed under this Agreement, for the term beginning on May 1, 2012 and ending on April 30, 2013 ("Term"). If the contract has not been renewed by the end of the term, then the General Manager shall be entitled to six months' severance at the current monthly salary, as well as any earned salary and accrued benefits to date of release.

3. **COMPENSATION**

The General Manager shall be compensated at an annual salary of \$137,004 (One Hundred Thirty-Seven Thousand Four Dollars). The General Manager shall be paid pursuant to the payment procedures for regular full-time employees of the Agency.

4. BENEFITS

The Agency shall provide the General Manager during the Term with the following benefits:

- a. The General Manager shall be provided with those benefits set forth in the attached Exhibit 1.
- b. The Agency agrees to pay for such institutional dues as are approved in advance by the Board. In addition, the General Manager shall be reimbursed for such conferences, seminars or other meeting, travel and subsistence expenses and other necessary job affiliated, non-personal expenses incurred in the conduct of Agency business as are approved in advance by the Board. Claims shall be supported by vouchers, receipts, statements or personal affidavits, and shall be submitted for approval monthly.
- c. The General Manager shall receive five hundred dollars (\$500) per month for vehicle allowance.
- d. The General Manager shall receive sixty dollars (\$60) per month cell phone allowance per the Agency's Cell Phone Allowance Policy.

The General Manager shall not be entitled to any benefits other than those set forth in this Section, Section 3 (Compensation), Exhibit 1 of this Agreement, and except as otherwise addressed in the Agreement and Exhibit 1, and Chapter 7 of the Employee Handbook.

5. WORK HOURS

The Agency's affairs may obligate the General Manager to work in excess of a 40-hour work week. Accordingly, the work hours and schedule for the General Manager are flexible, provided that proper operation of the Agency is maintained. The compensation provided under Section 3 is the total salary for all work which the General Manager performs under this Agreement. The General Manager shall not be entitled to any monetary compensation for hours worked in excess of a 40-hour work week.

6. TERMINATION BY THE AGENCY

- a. The Board may terminate the General Manger's employment at will provided that the Agency shall pay the General Manager a cash severance payment equal to six (6) months of the annual salary specified in Section 3, prorated and paid on a bi-weekly basis for six months, or in a "lump-sum" payment at the General Manager's option, following the date of termination. Commencing six months after such termination and continuing for four months thereafter, the General Manager shall be eligible, on a bi-weekly basis during said four month period, for additional bi-weekly severance payments as follows: i) if the General Manager has retired and is receiving retirement pay from CalPERS or has secured employment, he shall receive no payments; ii) if the General Manager has secured any new employment, he shall receive no payments; and iii) if the General Manager is unemployed, he shall receive the difference between the pro-rated annual base salary under this Agreement for a bi-weekly period and any unemployment compensation payments received or to be received for such bi-weekly period.
- b. In the event, however, that the General Manager is terminated because of the General Manager's conviction of any felony, any offense involving a violation of his official duties, or any other offense the conviction of which by statute provides for his removal from office or the forfeiture of his position, then in that event, the Agency shall have no obligation to pay any severance pay designated in this Section. However, the General Manager shall be entitled to any earned salary and such other earned benefits up to the date of termination.

7. RESIGNATION BY THE GENERAL MANAGER

The General Manager may terminate this Agreement by voluntary resignation of his position. In the event that the General Manager voluntarily resigns, he shall give the Agency at least thirty (30) days advance written notice. The General Manager shall be entitled to all earned salary and such other earned benefits up to the effective date of his resignation.

8. ABSENCE WITHOUT PAY

The General Manager shall be permitted to take a leave of absence without pay only upon prior written approval of the Board, and for such a term as the Board may approve. Any approved leave of absence shall be subject to the same terms and conditions as leaves of absences approved for regular full-time

management employees as set forth in the Amador Water Agency Employee Handbook (Personnel Policies, Rules and Procedures) (“Employee Handbook”).

9. JURY/COURT DUTY

The General Manager shall have the same benefits as regular full-time management employees of the Agency with respect to jury/court duty as specified in the Employee Handbook.

10. EVALUATION AND REVIEW

The Board shall review and evaluate the performance of the General Manager during the Term of this Agreement on an annual basis or sooner if deemed necessary by the Board. The Board may consider a salary adjustment for the General Manager based on the annual evaluation. The annual evaluation shall be conducted in May and/or June of each year of the Term, beginning in 2011.

11. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto with respect to the employment of the General Manager by the Agency and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by any party or by anyone acting on behalf of any party orally or otherwise, which are not embodied herein. No other agreement, statement or promise not contained in this Agreement shall be used in interpreting the meaning of the Agreement. This Agreement constitutes the sole terms and conditions of employment of the General Manager. Any modifications of the Agreement shall be effective only if it is in writing and signed by the party to be charged.

12. SEVERABILITY

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

13. ATTORNEY’S FEES

In the event that any litigation, arbitration or other proceeding of any nature between the Agency and the General Manager becomes necessary to enforce or interpret all or any portion of the Agreement, it is mutually agreed that the

prevailing party shall receive from the other, in addition to the sums as may be awarded, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees and costs paid or owing as a result of such proceeding.

14. LEGAL DEFENSE

In addition to other rights provided by law, the General Manager shall be entitled to legal defense from the Agency, at the Agency's expense, for an administrative proceeding or a criminal action or proceeding brought against the General Manager if the Board finds:

- a. The administrative proceeding or the criminal action or proceeding is brought on account of an act or omission in the scope of the General Manager's employment as an employee of the Agency; and
- b. The Board determines that such defense would be in the best interests of the Agency and the General Manager acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Agency.

IN WITNESS HEREOF, the Board of Directors of the Amador Water has caused this Agreement to be signed and executed in its behalf by the President of its Board of Directors, and duly attested by the Clerk of the Board of Directors; and the General Manager has signed and executed this Agreement; and this Agreement is effective on the date first above written.

GENE MANCEBO

AMADOR WATER AGENCY

General Manager

Gary Thomas, President
Board of Directors

Attest:

Cristina L. Thompson
Clerk of the Board of Directors

GENERAL MANAGER'S BENEFITS

Health Care Insurance: The General Manager shall be provided with health care insurance coverage through the Agency's contracted provider, CalPERS Health Plans. The General Manager shall receive contribution benefits of 100% Employee and 90% dependent up to the CalPERS PERSChoice Bay Area rate. Any portion of the premium which is the responsibility of the General Manager shall be paid through automatic payroll deduction. The General Manger shall also be provided with retiree health care insurance per the CalPERS Vesting Program.

Dental Care Insurance: The General Manager shall be provided with dental care insurance coverage through the Agency's contracted provider. Such coverage shall also be available to all eligible dependents of the General Manager. Coverage shall be provided at no cost to the General Manager.

Vision Care Insurance: The General Manager shall be provided with vision care insurance coverage through the Agency's contracted provider. Such coverage shall also be available to all eligible dependents of the General Manager. Coverage shall be provided at no cost to the General Manager.

Life Insurance: The General Manager shall be provided with the Agency's standard term life insurance policy through the Agency's contracted provider. Total benefit amount shall be equivalent to two times (2x) the General Manager's annual base salary, not to exceed \$300,000. Coverage shall be provided at no cost to the General Manager.

Personal Disability Insurance: The General Manager shall be provided with the Agency's standard short and long term personal disability insurance through the Agency's contracted provider. Coverage shall be provided at no cost to the General Manager.

Worker's Compensation Insurance: The General Manager shall be covered under the Agency's standard worker's compensation insurance policy for any job related illnesses or injuries. Coverage shall be provided at no cost to the General Manager.

Retirement Benefits: The General Manager shall be provided retirement benefits in accordance with the terms and conditions of the Agency's contract with the State of

California's Public Employees' Retirement System (CalPERS) 2%@55 Plan. Contributions made by the Agency to this retirement plan on behalf of the General Manager shall be at no cost to the General Manager (the employee's 7% share).

Vacation Leave: The General Manager shall be entitled to take paid vacation at the rate of five weeks per year (25 days), on the same terms and conditions as regular full-time confidential employees of the Agency and in accordance with the Amador Water Agency Employee Handbook.

Sick Leave: The General Manager shall be entitled to take paid leave at the rate of 12 days per year on the same terms and conditions as regular full-time confidential employees of the Agency and in accordance with the Amador Water Agency Employee Handbook.

Administrative Leave: The General Manager shall be entitled to earn and use administrative leave with pay on the same terms and conditions as regular full-time confidential employees of the Agency and in accordance with the Amador Water Agency Employee Handbook, and shall have an annual allowance of 15 days.

Holidays: The General Manager shall be entitled to paid holiday leave on the same terms and conditions as regular full-time confidential employees of the Agency and in accordance with the Amador Water Agency Employee Handbook.

Other Discretionary Benefits: The General Manager shall be entitled to participate in any offered discretionary benefit programs on the same terms and conditions as regular full-time confidential employees of the Agency and in accordance with the Amador Water Agency Employee Handbook.

Benefits Earned Prior to this Agreement: The General Manager shall be entitled to carry forward all previously earned benefits from his employment with Amador Water Agency on the same terms and conditions as a regular fulltime Confidential employee of the Water Agency and in accordance with the Amador Water Agency Employee Handbook.