

## GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS GENERAL MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of the 1<sup>st</sup> day of January, 2022, by and between SAN ELIJO JOINT POWERS AUTHORITY, a public entity, ("SEJPA") and MICHAEL T. THORNTON ("Employee" or "General Manager").

### RECITALS

WHEREAS, as SEJPA's General Manager, Employee has successfully guided SEJPA in its mission of providing high quality, cost-effective programs of wastewater and stormwater treatment, ocean outfall management, and recycled water production and distribution; and

WHEREAS, SEJPA and Employee desire that Employee continue to do so; and

WHEREAS, SEJPA and Employee have reached agreement on the terms and conditions for his employment; and

WHEREAS, Employee commenced employment with SEJPA on October 9, 2000 as Assistant General Manager. He was promoted to the position of General Manager on December 12, 2002.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Duties:

a. Employee shall serve as General Manager of SEJPA on a full-time basis during the term of this Agreement, as that position is defined in the joint powers agreement establishing SEJPA, and as further described in Exhibit A, hereto, as amended by the SEJPA Board of Directors from time to time. In addition, Employee shall perform those duties which are customarily performed by General Managers of like organizations, and such other duties as the SEJPA Board of Directors may, from time to time, assign to him.

b. During the term of this Agreement, Employee may engage in work outside his regular work schedule at SEJPA, provided that said outside work is not prohibited by Government Code section 1126. Specifically, Employee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his duties as a local agency officer or employee or with the duties, functions, or responsibilities of his appointing power or SEJPA. Further, the Employee shall not perform any work, service, or counsel for compensation outside of his local agency employment where any part of his efforts will be subject to approval by any other officer, employee, board or commission of SEJPA. Prior to undertaking or committing to undertake any such outside work, Employee must inform the Board of Directors in writing of the nature of the outside work and obtain Board consent, which shall not be unreasonably withheld.

2. Term of Employment: This Agreement shall commence on January 1, 2022. Employee's employment with SEJPA shall be on an "at-will" basis, and may be terminated by either SEJPA or Employee at any time and for any reason, with or without cause or advance notice. The at-will nature of the employment relationship between SEJPA and Employee shall not

be changed or modified except through a writing signed by the Chairperson of SEJPA's Board of Directors.

3. Termination of Employment: Should SEJPA terminate Employee, whether with or without cause, SEJPA shall, subject to Employee's signing and returning a full release in a form satisfactory to SEJPA, together with any SEJPA property, pay to Employee a lump sum amount equal to one-half of his annual base salary within 10 working days of the date such release becomes irrevocable by Employee. SEJPA shall, in addition, pay for the full cost of COBRA premiums for coverage for Employee and, if applicable, his spouse (so long as she remains married to Employee) and dependent children who were covered under the SEJPA grouphealth plan on the date of Employee's termination, for a period of six months after the date of termination; provided, however, that SEJPA will only be obligated to pay such COBRA premiums if Employee properly elects and obtains COBRA coverage. The availability, duration and scope of such COBRA coverage will be solely as required by applicable federal law. SEJPA will cease to be obligated to pay Employee's COBRA premiums under this clause (and those for his spouse and dependent children, if applicable) when Employee secures other employment and becomes eligible for health coverage, even if he remains eligible for COBRA coverage. For the purposes of this paragraph, base salary means the base salary in effect at the time of Employee's termination from employment and does not include any incentive increment, vacation, sick leave, pension contributions, health benefits or any other employee benefit.

4. Compensation:

a. Base Salary. Employee will receive a base annual salary of \$243,737, commencing as of January 1, 2022, \$246,174 commencing as of July 1, 2022, and commencing as of July 1, 2023, \$253,560, which may be adjusted by the SEJPA Board of Directors during future performance reviews.

Prior to June 30 of each fiscal year of this Agreement, SEJPA will review employee's performance, based upon goals and objectives agreed upon between Employee and the SEJPA Board of Directors, and give employee a written evaluation of his overall achievement of those goals and objectives and management of SEJPA. The Board of Directors will consider Employee's performance when determining whether Employee shall be granted any increases in his base compensation, or any other compensation.

The General Manager is eligible for an additional performance-based bonus of upto \$10,000, for the period of July 1, 2021 through June 30, 2022, for the period of July 1, 2022 through June 30, 2023, and again for the period of July 1, 2023 through June 30, 2024, subject to the approval of the Board of Directors on or before June 30 of each year.

b. Benefits. Employee shall be entitled to participate in medical, dental, life and disability insurance plans, cafeteria plan, health care, dependent care reimbursement and deferred compensation plan on the same basis as employees subject to Resolution 2019-03 attached hereto, or any superseding Resolution, except as noted herein. A listing of Employee's benefit and compensation package, including the generally available SEJPA employee benefit plans for which Employee is eligible, during the term of this Agreement, is attached hereto as Exhibit B. This Exhibit B may be updated periodically to reflect changes in Employee's compensation and benefits package from year to year.

c. Sick and Vacation Leave. It is the intent of the parties that Employee shall be entitled to at least the same level of sick and vacation leave as other full-time employees of SEJPA, based upon his years of service to SEJPA. Employee shall be entitled to seven weeks (280 hours) of vacation leave and be entitled to sick leave as prescribed by Resolution 2019- 03, or any superseding Resolution, provided that, notwithstanding the provisions of that resolution: (1) Employee may not take sick or vacation leave in increments of less than one half day; and (2) the calculation of conversion of sick and vacation leave to cash, if any, shall be based upon the Base Salary set forth above, and assume that Employee works a 2080 hour annual schedule. For purposes of this section a full day shall be considered to be 8 hours.

d. CalPERS Retirement Plan. Employee shall be entitled to participate in the California Public Employees Retirement System program based on section 21354.4, 2.5% at 55 full formula, as provided in Resolution 2019-03, or any superseding Resolution. The Board reserves the right to adjust the retirement component of the General Manager's contract for the period beginning January 1, 2022 through June 30, 2024.

e. Exceptions to Resolution 2019-03. To the extent permitted by law, the applicable benefit levels described in Resolution 2019-03 shall not be reduced for Employee during the term of this Agreement, notwithstanding the expiration of that resolution as of June 30, 2022, and any superseding resolution.

f. Reimbursement of Expenses. Employee shall be reimbursed for all reasonable, actual necessary expenses incurred in the performance of his duties, in accordance with the adopted policies of SEJPA, except that Employee shall be entitled to an annual car allowance of \$7,200, to compensate and reimburse Employee for all costs of leasing, owning, operating, repairing and maintaining a vehicle available to the Employee for the conduct of his duties.

5. Withholding of Taxes: SEJPA will withhold from any monies payable pursuant to this Agreement all federal, state, city or other taxes as may be required by any law, governmental regulation or ruling.

6. Waiver of Breach: The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach.

7. Assignment: The rights and obligations of the respective parties hereto under this Agreement shall inure to the benefit of and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be assignable by either party without prior written consent of the other party.

8. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said subject matter in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing and signed by both Employee and the Chairperson of SEJPA Board of Directors.

9. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California.

10. Partial Invalidity: The invalidity of any part or parts of this Agreement shall not destroy the enforceability of the remainder of this Agreement unless such invalidity would defeat a material business purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered the day and year first above written.

**SAN ELIJO JOINT POWERS AUTHORITY**

DocuSigned by:  
*Kristi Becker*  
By: \_\_\_\_\_  
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Kristi Becker, CHAIRPERSON

**EMPLOYEE**

*Michael T. Thornton*  
By: \_\_\_\_\_  
Michael T. Thornton, GENERAL MANAGER

## EXHIBIT A

**SAN ELIJO JOINT POWERS AUTHORITY (SEJPA)****GENERAL MANAGER**

<b>Department:</b> Management	<b>Accountable to:</b> Board of Directors	<b>FLSA Status:</b> Exempt
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**DEFINITION**

Under general direction in accordance with policies set forth by the San Elijo Joint Powers Authority ("SEJPA") Board of Directors, this position directs the overall management, planning, engineering, construction, maintenance, and operation of the San Elijo Water Campus, pumping stations, reservoirs and reclaimed water distribution system, and all other appurtenant facilities operated by SEJPA; operates, maintains and staffs programs and facilities to ensure compliance with all applicable discharge requirements and other pertinent regulations and statutes; and implements and administers personnel, financial and operational policies as set forth by the Board of Directors.

**SUPERVISION EXERCISED**

Exercises direct supervision over the Director of Operations and Director of Finance and Administration.

**ESSENTIAL JOB FUNCTIONS**

- Provides administrative direction and supervision to employees to include: assigning projects and objectives; conducting performance evaluations; developing, motivating, and training; and, hiring, terminating and disciplining.
- Approves agendas for presentation to the SEJPA Board; presents briefings, policies, complaints, reports, and recommendations.
- Provides direction and assistance to staff members, including management team building and training.
- Interacts with citizens regarding a variety of issues; interacts with the media presenting appropriate information on programs, services, and events.
- Prepares, reviews, and approves a variety of reports and correspondence.
- Reviews and recommends budgets; presents draft budget to SEJPA Board for approval.
- Serves as a liaison with external agencies regarding a variety of regional issues.
- Oversees all management, planning, engineering, construction, maintenance, and operation of SEJPA facilities and infrastructure.
- Conducts field visits to wastewater and recycled water facilities.

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General Manager  
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- Is active in the wastewater, recycled water, stormwater industry and has current knowledge of industry trends and regulations.
- Staffs for and directs the operation and maintenance of the wastewater and recycled water facilities so that all applicable discharge requirements and permits are complied with as well as all other pertinent regulations and statutes.
- Ensures the efficiency and effectiveness of each department and program.
- Maintains all accounting and financial records, operation and maintenance records, safety and personnel records.
- Administers personnel, financial and operational policies set forth by the Board of Directors.
- Maintains compliance with ethics training laws, per policy of the agency.
- Serves as the Appointing Authority for all employment decisions.
- Reviews and approves all performance evaluations and merit salary increases.
- Adjudicates personnel matters and serves as the final authority on grievances, discipline, policy interpretation, etc.
- Establishes and maintains cooperative working relationships in order to foster a team approach.
- Prepare and maintain financial reports or oversee the preparation and maintenance of financial reports, yearly operations and maintenance budgets, and accounting and personnel records.
- Work varying hours, weekends, and holidays; and respond to 24-hour emergency call-ins.
- Travel and attend conferences, meetings or workshops with little or no notice.
- Utilize automated systems to generate and access work processing, financial and other information.

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### **GENERAL ACCOUNTABILITIES**

Analyze data, charts, logs and reports and draws appropriate conclusions and implement appropriate solutions; ensures fiscal controls and responsibility. Secure staffing and provide direction of entire operation; ensuring compliance with regulations, statutes, policies and procedures; resolution and prevention of personnel problems that may affect productivity; enforcement of disciplinary procedures if necessary; response to public inquiries and problems that may arise; response to emergencies at all hours.

### **PRINCIPAL ACCOUNTABILITIES**

- Ensures that applicable discharge requirements are complied with as well as all other pertinent regulations and statutes.
- Ensures compliance with applicable local, state and federal laws and regulations.
- Ensures that all accounting, financial, personnel, operations, and maintenance records are maintained.
- Approves and monitors contracts as set forth in SEJPA's purchasing policy.
- Ensures the needs of the projected service area are met by overseeing necessary planning, engineering and construction of capital projects.

### **LICENSE/CERTIFICATION REQUIREMENT**

1. Registration as a Professional Civil Engineer in the State of California is required.
2. Certification as a Grade V Wastewater Treatment Plan Operator in the State of California is preferred, but not required.
3. Possession of a valid California Class C Driver's License and insured in accordance with at least minimum coverage and liability standards established by the State of California. Failure to maintain a valid Driver's License, liability insurance, and the ability to be insured under the SEJPA's automobile insurance carrier constitutes possible cause for termination.

### **PHYSICAL AND MENTAL DEMANDS/WORKING CONDITIONS**

#### **Physical Demands:**

Individual may need to sit or stand as needed. May require walking primarily on a level surface for periodic periods throughout the day. Reaching above shoulder heights, below the waist or lifting as required to file documents or store materials throughout the workday. Proper lifting techniques required.

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**Mental Demands:**

While performing the duties of this position, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks with constant interruptions; work under intensive deadlines and interact with other managers, board members, government officials, regulators, employees, and the public.

**Work Environment:**

The performance of this position may occasional require exposure to industrial work environments with loud noises and hazardous material thatrequiring the use of personal protective equipment such as safety glasses and mandatory hearing protection.

For the most part ambient room temperatures, lighting and traditional office equipment as found in a typical office environment.

**QUALIFICATIONS**

1. Bachelor of Science Degree from an accredited university (Masters Degree Preferred) in the field of Civil Engineering.
2. Registration as a Professional Civil Engineer in the State of California.
3. Ability to pass Authority pre-employment physical examination.
4. Possession of a good driving record and ability to be insured by the Agency' insurance carrier.
5. Read, write, speak and comprehend English.

**RIGHT TO WORK REQUIREMENT**

Must be a United States citizen or possess qualified alien status. Documentation of eligibility to work in U.S. will be required as a condition of employment.

**The list of essential job duties contained in this job description is not exhaustive, and may be supplemented as necessary. This position performs other related duties as assigned, some of which may become essential to the position.**

**The SEJPA does not discriminate against any applicant for employment on the basis of age, sexual orientation, race, religious belief, national origin, marital status, or physical or mental disability.**

December 2021  
November 2014  
November 2009



**EXHIBIT B**  
**GENERAL MANAGER'S COMPENSATION AND BENEFITS**  
**JANUARY 1, 2022 TO JUNE 30, 2024**

Base Salary:                               \$243,737 (3% increase) effective January, 1 2022  
  \$246,174 (1% increase) effective July 1, 2022  
  \$253,560 (3% increase) effective July 1, 2023

1. Cash Bonus (non-base building): Up to \$10,000 merit bonus payable in June of each year of this agreement.
2. Annual Car Allowance:       \$7,200
3. Cell Phone Allowance: \$100/month
4. Benefits that are currently provided to employees of SEJPA generally:
  - a. PERS Retirement Benefits; as set forth in Resolution 2019-03, or superseding resolutions or Board of Directors actions effective after January 1, 2022.
  - b. Participation in the SEJPA 457(b) and 401 (a) plans.
  - c. Participation in the SEJPA employee incentive program.
  - d. Participation in the SEJPA medical, dental & vision insurance programs.
  - e. Employee Assistance Program.
  - f. 8 hours of sick leave per month.
  - g. 7 weeks of vacation leave annually (as defined as a 40-hour work week)
  - h. Administrative leave (if any) as set forth in Resolution 2019-03, or superseding resolutions.
  - i. Life insurance benefits.
  - j. Short term and long term disability benefits
  - k. Tuition Reimbursement and Professional Seminar costs. (subject to general employee policy limits)
  - l. Flexible Spending Accounts
  - m. Option to convert vacation or sick leave to cash (as set forth in Resolution 2019-03, or superseding resolutions).
  - n. 12 paid holidays per year- 10 as set by SEJPA and 2 floating.

This **Exhibit B** Listing the General Manager's Compensation and Benefits for January 1, 2022 - June 30, 2024 was approved on November 16, 2021, at a regular meeting of the San Elijo Joint Powers Authority Board of Directors, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

This document has not been amended, modified, or rescinded since the date of its adoption.