

INTERIM GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into effective as of the 18 day of January, 2023, between the Board of Directors of the Salton Community Services District (the "District" or the "Board of Directors") and Emmanuel Ramos (the "Interim General Manager" or the "Employee"). The above-named parties hereby mutually agree and promise as follows:

I. TERM.

Commencing October 19th, 2022 when the Board of Directors appointed Employee as the Interim General Manager, the District employs the Employee on a full-time basis as the Interim General Manager subject to the other provisions of this Agreement on a month to month basis.

II. SALARY.

Interim General Manager's salary shall be One Hundred and Ten Thousand Dollars (\$110,000) per year, which sum shall be paid at such intervals and pursuant to the procedures regularly established, and as they may be amended by the District in its sole discretion.

III. DUTIES

Employee shall perform the duties of the Interim General Manager as prescribed by the policies of the District on a full time basis. Employee shall devote such time as is needed to fulfill his duties and obligations as the Interim General Manager. In addition to the powers and duties set forth in the District policies, the Interim General Manager shall have such powers and duties which are delegated to him by the Board of Directors. In particular the Interim General Manager shall be charged with immediately working with the Local Area Formation Commission to provide requested information, to complete the service area plan and to assure operation of the District in accordance with applicable law and best practices. The Interim General Manager shall execute all powers and duties in accordance with the policies adopted by the Board of Directors and the State of California Government Code.

IV. INTERIM GENERAL MANAGER AND Board of Directors OF DIRECTORS RESPONSIBILITIES.

The Interim General Manager shall be the chief executive officer of the District. As such, the Interim General Manager shall have the responsibility for implementing Board of Directors policy, whereas the Board of Directors shall retain the responsibility for formulating and adopting said policy.

V. OTHER DUTIES.

The Interim General Manager (or designee) shall: (1) review all policies proposed to the Board of Directors and make appropriate recommendations to the Board of Directors; (2) periodically evaluate employees as provided for by California law and District policy; (3) advise the Board of Directors of possible sources of funds that might be available to implement present or contemplated District programs or services and in particular

addressing questions presented by the Imperial County Local Area Formation Committee; (4) maintain and improve his professional competence by available means, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities; (5) establish and maintain an appropriate community relations program; and (6) act with respect to all employer-employee matters and report to the Board of Directors regarding the same including, but not limited to, solicitation, hiring, retention, discipline and dismissal. Notwithstanding that a designee of the Interim General Manager may perform said duties, the Interim General Manager shall be the person ultimately responsible to the Board of Directors for the proper implementation of the duties and responsibilities described in this Agreement.

VI. OUTSIDE ACTIVITIES.

Interim General Manager may undertake outside business activities for compensation provided they do not interfere with Interim General Manager's normal duties and are not done with any employees, public officials, vendors or contractors of the District. Under no circumstances shall such outside activities create a conflict of interest with the duties of the Interim General Manager and the interests of the District.

VII. EVALUATION.

Interim General Manager shall meet with the Board of Directors in closed session as requested by the Board of Directors to review the Interim General Manager's performance and to discuss the Board of Directors' evaluation of said performance. Notwithstanding, the failure to conduct such evaluation shall not inhibit any party's ability to terminate this Agreement pursuant to Section VIII below.

VIII. TERMINATION.

A. At-Will Employment

Interim General Manager shall serve at the will and pleasure of the Board of Directors and may be removed from office (terminated) at any time for any reason or no reason upon a majority vote of the Board of Directors. Nothing in this Agreement shall prevent the Board of Directors from terminating this Agreement and the services of Interim General Manager at its sole discretion. Employee acknowledges, understands and agrees that Employee may not avail himself of any procedures, provisions or protections set forth under District's Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate Employee's status as an "at-will" employee of District or the ability of the Board of Directors to terminate Employee's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Policies" includes any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of District as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of District which governs, regulates or otherwise relates to employment with District. District's Employment Policies shall not apply to Employee in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) Employee's status as an "at-will" employee of District.

B. Employee shall not be entitled to any pre-termination notice or hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the District to terminate Employee's employment whether for cause or for convenience and without cause.

C. Nothing in this Agreement shall confer upon Employee any right to any property interest in continued employment with District.

D. Notwithstanding, the forgoing provisions of this Section VII.A in the event that Employee's employment as Interim General Manager is terminated by either Employee or District, based on Employee's "at-will" status, Employee shall automatically return to the position and compensation that he held prior to being appointed as the Interim General Manager by the Board of Directors on October 19th, 2022 and subject to the rights of other employees. If another employee of the District is occupying the position formerly occupied by Employee, District will make Employee's original position or another similar position available to Employee, but the amount of compensation will not be affected by any resulting change in position.

E. Termination for Cause

Termination shall be for "cause" if District Manager: (i) acts in bad faith and to the detriment of the District; (ii) refuses or fails to act in accordance with any specific direction or order of the Board of Directors; (iii) continues in the poor performance of his duties despite Board of Directors efforts to correct any deficiencies; (iv) exhibits misconduct or dishonesty in regard to his employment; or (v) is convicted of a misdemeanor or felony crime.

F. Resignation

If Interim General Manager desires to resign his position, he will provide the Board of Directors with at least thirty (30) calendar days' notice, in writing. If the Interim General Manager resigns his position he will have the right to resume the position at the compensation he received prior to being appointed the Interim General Manager on October 19, 2022 subject to the rights of other employees as further provided above in Section VIII.D.

G. Statutory Obligations; Abuse of Office or Position.

Pursuant to Government Code section 53243, et seq. if the Interim General Manager is convicted of a crime involving an abuse of his/her office or position, all of the following shall apply: (1) if the Interim General Manager is provided with administrative leave pay pending an investigation, the Interim General Manager shall be required to fully reimburse such amounts paid; (2) if the District pays for the criminal legal defense of Interim General Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), the Interim General Manager shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Interim General Manager may receive from the District shall be fully reimbursed to the District. For this Section, abuse of office or

position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

IX. FRINGE BENEFITS.

- A. Time Off. The Interim General Manager shall be provided with paid time off, including vacation, sick leave and paid holidays as provided by District policies.
- B. Health Benefits: Interim General Manager shall receive same health benefits as other management employees.
- C. CalPERS. Interim General Manager shall receive the same CalPERS benefit as other management employees.
- D. Professional Membership. The District shall pay the Interim General Manager's dues for his membership in the organizations as are agreed upon with the Board of Directors.
- E. Use of a District vehicle and cell phone for official District business.
- F. Exclusive Consideration. All compensation, benefits and comparable payments to be provided to the Interim General Manager under this Agreement shall be less withholdings required by law and shall be provided subject to any rules, regulations, agreements, or policies established by the Board of Directors, as amended from time to time at its discretion. The Interim General Manager shall be entitled to no benefits and compensation other than as set forth above.

X. GENERAL PROVISIONS.

- A. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of the Interim General Manager by the District and contains all of the covenants and agreements between the parties with respect to the employment of Interim General Manager by the District.
- B. Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.
- C. Any modifications of this Agreement will be effective only if made in writing and signed by both the Interim General Manager and the District.
- D. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the 18 day of January, 2023.



Emmanuel Ramos

Date: 1-18-2023

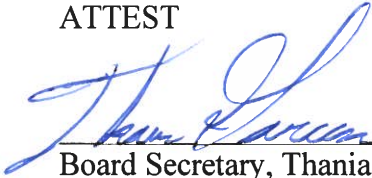
SALTON COMMUNITY SERVICES District



Michelle Gilmore, Board President

Date: 1-18-2023

ATTEST



Board Secretary, Thania Murillo