

**INTERIM GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN RON
BUCHWALD AND THE VALLEY SANITARY DISTRICT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is effective as of March 17, 2023 by and between the Valley Sanitary District, a public agency ("District") and Ron Buchwald ("Employee"), and who are collectively referred to herein as the "Parties."

RECITALS

This Agreement is based upon the following facts and/or understandings:

WHEREAS, the District is in need of an Interim General Manager;

WHEREAS, Employee has represented that he possesses the professional skills and qualifications necessary to adequately provide the services required of the Interim General Manager position;

WHEREAS, the District desires to hire Employee as the Interim General Manager and Employee desires to accept the position of Interim General Manager of the District under the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

SECTION 1 - EMPLOYMENT AND DUTIES

1.1 The Board of Directors of the District hereby agree to employ Employee, and Employee hereby accepts employment as Interim General Manager of the District subject to the terms and conditions set forth in this Agreement.

1.2 District agrees to employ Employee in the position of Interim General Manager to perform the functions and duties set forth in applicable resolutions and other Board policies pertaining to General Manager, as same may be amended from time to time, and any successor provisions thereto, and to perform other legally permissible and proper duties and functions consistent with the office of General Manager, as the Board of Directors shall from time to time assign.

**SECTION 2 - TERM AND SELECTION OF PERMANENT GENERAL
MANAGER**

2.1 The term of this Agreement shall be for a period of three months and shall be deemed to commence on March 17, 2023 and shall continue until the District appoints a permanent General Manager, whichever occurs first, unless sooner terminated by the Parties

pursuant to this Agreement. The Parties may also extend this agreement for additional months with the express written consent of the District and Employee.

2.2 It is understood and agreed that Employee holds office as Interim General Manager at the pleasure of the Board of Directors. The Board may terminate the services of Employee as Interim General Manager at any time for no reason and for no cause.

2.3 Upon the termination of this Agreement, Employee shall be entitled to return to the position of District Engineer at a salary and benefit level equivalent to the salary and benefit level Employee currently receives from District as District Engineer. Upon returning to his position, he shall be entitled to all the employee rights and benefits which he currently possesses as District Engineer.

SECTION 3 - SALARY

3.1 During the term of this Agreement, the District agrees to pay Employee a salary of Seventeen Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$17,916.67) per month payable in installments and at the same time, and in the same manner, that other District employees are paid and reduced by any payroll taxes and other legally required deductions.

SECTION 4- BENEFITS

4.1 RETIREMENT. Employee shall continue to receive all benefits he currently receives as District Engineer.

4.2 HEALTH, DENTAL, VISION, AND LIFE INSURANCE BENEFITS. The District shall provide Employee with the same medical, dental, vision and life insurance coverage in the same manner and with the same coverage he currently receives as District Engineer.

4.3 LEAVE TIME. Employee shall receive and accrue leave time at the same rate he currently receives as District Engineer.

4.4 PROFESSIONAL EXPENSES The District shall pay for travel and subsistence expenses (as set out by applicable District policy) for approved professional or official travel, meetings, training, seminars or similar functions. Employee shall utilize his own vehicle in the furtherance of duties. To the extent he drives in the furtherance of District duties, he shall be reimbursed for the use of his personal vehicle at the applicable IRS rate..

SECTION 5 - EXCLUSIVE EMPLOYMENT

5.1 Employee shall devote his full time, energy and efforts to the position of Interim General Manager, and shall accept no outside employment.

SECTION 6- OTHER TERMS AND CONDITIONS OF EMPLOYMENT

6.1 The Board, in consultation with Employee, may set forth in writing any such other terms and conditions of employment as they may determine from time to time, provided

such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, any regulations, rules, policies or procedures of the District, or other applicable law.

6.2 District agrees that this Agreement shall be binding upon successors and assigns of District.

6.3 In the event of any legal action between the parties to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and costs incurred in the prosecution or defense of the action.

6.4 If Employee is convicted of a crime involving an abuse of his office or position, Employee would be required to fully reimburse District for any severance benefits provided or any other cash settlement related to his termination, in accordance with Government Code section 53243.2. During any investigation into any misconduct alleged against Employee, if Employee is provided paid administrative leave and is subsequently convicted of a crime involving an abuse of his or her office or position, Employee shall be required to fully reimburse the District any paid leave salary in accordance with Government Code section 53243, as amended. In addition, any funds provided for the legal criminal defense of Employee shall be fully reimbursed to the District if Employee were convicted of a crime involving an abuse of his or her office or position, in accordance with Government Code section 53243.1.

SECTION 7- AMENDMENTS

7.1 This Agreement may not be amended or modified except by a writing signed by both parties. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

SECTION 8 – GOVERNING LAW

8.1 This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be appropriate in the Superior Court of Riverside County, California.

SECTION 9- INTERPRETATION

9.1 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Furthermore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

SECTION 10-CONFLICT OF INTEREST

10.1 The Employee agrees that he will abide with all applicable local State and Federal rules on conflicts of interest and receipt of gifts, including without limitation those rules found in the California Fair Political Practices Act and related regulations and those found in Government Code Sections 1090, *et seq.*

SECTION 11 -ACKNOWLEDGEMENT

11.1 Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the District has caused this Agreement to be signed and duly executed on its behalf by its Board President on the date below. Employee has accepted the terms and conditions set forth in this Agreement as evidenced by his signature below.

VALLEY SANITARY DISTRICT

By: Debra Canero
DEBRA CANERO, BOARD PRESIDENT

Date 3/15/23

EMPLOYEE

By: Ron Buchwald
RON BUCHWALD

Date 3/15/23