

EMPLOYMENT AGREEMENT
BETWEEN THE MONTEREY COUNTY WATER RESOURCES AGENCY
AND BRENT W. BUCHE

THIS AGREEMENT OF EMPLOYMENT ("Agreement") is entered into as of the date set forth below by and between the MONTEREY COUNTY WATER RESOURCES AGENCY ("MCWRA"), and Brent W. Buche ("Employee" or "Buche"), and collectively, the "parties".

RECITALS

WHEREAS, MCWRA is a public agency organized and operating under the County Water District Law codified at Division 12, section 30000, *et seq.*, Chapter 52 of the California Water Code Appendix; and

WHEREAS, MCWRA has a need for a General Manager; and

WHEREAS, after a thorough recruitment process the MCWRA Board of Supervisors, upon recommendation of the MCWRA Board of Directors, have selected Brent W. Buche to perform the duties of General Manager of the MCWRA; and

WHEREAS, the parties desire to set forth the terms of the employment arrangements in this Agreement.

TERMS

In consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties agree as follows:

1. **Employment.** Subject to the terms and conditions of this Agreement and any and all applicable federal, state, and local laws, rules, regulations, policies, practices and procedures, MCWRA hereby employs Buche as the MCWRA General Manager. Buche accepts such employment subject to the terms of this Agreement.
2. **Employment Policies, Practices and Procedures.** Except to the extent they are inconsistent with the terms and conditions of this Agreement, all County of Monterey and MCWRA employment policies, practices, and procedures, including, but not limited to, policies, practices, and procedures pertaining to promotion, discipline, grievances, layoff, and payment and provision of compensation, benefits, and retirement shall control. In the event of any inconsistency between the terms of this Agreement and County/MCWRA personnel policies, practices, and procedures, the provisions of this Agreement shall control.

3. **Term of Agreement.** This Agreement shall be in full force and effect on July 1, 2019 and shall remain in full force and effect until July 1, 2022, unless otherwise terminated or altered pursuant to the terms of this Agreement. If so desired by the parties, the MCWRA Board of Supervisors and Buche may negotiate a new employment agreement subject to mutually agreeable terms and provisions at any time. Either party may initiate contract negotiations.
4. **Compensation and Employee Benefits.**
- A. **Compensation and Benefits:** Salary upon assumption of the duties of the MCWRA General Manager will be at Step 5 of the County of Monterey's current Salary Schedule for the classification of General Manager - Water Resources Agency which is \$202,481.76 annually. Employee is entitled to the same salary changes and advances as other "Y" unit Monterey County employees. Employee recognizes that he is a full-time executive level employee expected to work normal business hours and often in excess of normal business hours without additional compensation.
 - B. **Scope of Work/Job Duties:** The MCWRA Board of Supervisors and Employee have agreed on a list of General Manager Goals and Objectives for the Agency. A copy of Goals and Objectives is attached as **Exhibit A** (hereinafter the "Goals"). The parties agree that on or before December 31, 2019, the progress related to the Goals shall be reviewed by the MCWRA Board of Directors and Board of Supervisors as part of the Employee's evaluation process as fully described in paragraph 7.A of this Agreement.
 - C. **Executive Management Benefits:** Employee shall be entitled to benefits of employment generally available to executive management officers and employees of the County of Monterey, as described on the attached Employee Benefit Summary (Exhibit B), and as generally available to Y-Unit executive management officers and employees of MCWRA, including, but not limited to, annual leave, professional leave, administrative leave, holidays, retirement, medical insurance (health, dental, and vision), vehicle allowance, management expense allowance, professional expense allowance, and cell phone allowance. The benefits described in this Section are subject to adjustment by the Board of Supervisors of MCWRA in accordance with County of Monterey policies, practices, and procedures relating to the executive management officers and employees of the County of Monterey and MCWRA.
 - D. **Business Expenses:** Employee's reasonable business expenses, when incurred within the course and scope of the performance of the duties of MCWRA General Manager, shall be reimbursed in accordance with the then current applicable County of Monterey and MCWRA policies and procedures.

5. Term, Termination and Status.

A. Status of Employee – At-Will: In executing this Agreement, Employee specifically acknowledges that his employment status pursuant to this Agreement, and state law is “At-Will” subject only to the terms and conditions contained or specifically referenced herein. It is expressly agreed by the parties hereto that no work, act, commission or omission of the Employee, MCWRA, or the County of Monterey shall be construed to make or render employee’s status anything but “At Will.” “At-Will” shall mean serving at the pleasure of the MCWRA Board of Supervisors, which service and employment may be terminated at any time, for any reason and/or for no reason.

B. Termination by Notice: This Agreement may be terminated at any time in the following manner:

1. By mutual agreement of the parties as set forth in writing;
2. By Employee giving MCWRA not less than ninety (90) days advance written notice of termination; or
3. By MCWRA giving written notice of termination to Employee which termination shall be effective immediately upon the giving of notice or on such other date specified in the notice of termination.

C. Severance Payment: This Agreement provides for a Severance Payment as described below:

1. In the event that Employee is removed from the position of General Manager and terminated without cause from MCWRA employment during the term of this Agreement, MCWRA shall pay Employee as severance compensation an amount equal to six (6) months of Employee’s existing salary at the time of such termination. Employee recognizes that under no circumstances shall he be entitled to any compensation upon termination except for said Severance Payment.
2. In the event that Employee is removed from the position of General Manager and terminated with cause from MCWRA employment during the term of this Agreement, MCWRA shall not pay any severance compensation to Employee. For purposes of the Agreement, “cause” shall be the occurrence of one or more of the following events:
 - i. In the event Employee shall fail or refuse to comply with the policies, standards, and regulations of MCWRA and the County of Monterey from time-to-time established;
 - ii. In the event Employee shall be found guilty of fraud, dishonesty or other acts of misconduct in the rendering of services on behalf of MCWRA; or
 - iii. In the event Employee acts in any way that has a direct, substantial and adverse effect on MCWRA’s business or reputation.

3. Employee recognizes that the Severance Payment shall not be payable to Employee if he terminates this Agreement

D. Outside Employment: No outside employment shall be undertaken by Employee which does or may present a conflict of interest, or which has or may have the appearance of a conflict of interests with the duties and obligations of the Employee under the provisions of this Agreement. No outside employment may be undertaken without consent of the Chair of the MCWRA Board of Supervisors.

6. Notices.

In the event that notice must be given under the terms of this Agreement, such notices shall be delivered personally or by first class, postage prepaid mail, to MCWRA and Buche at the addresses listed below, or at such other addressees that either MCWRA or Buche may designate, in writing.

Monterey County Water Resources Agency
Attention: Chair of the Board of Supervisors
168 W. Alisal St.
Salinas, CA 93901-2680

Brent W. Buche
P.O. Box 664
Carmel Valley, CA 93924
831-901-6703

7. General Provisions.

A. Evaluations: The MCWRA Board of Supervisors, with the input of the MCWRA Board of Directors, shall review goals and objectives with Buche and adjust them as necessary to be used as the basis for his performance evaluations. During the term of this Agreement, the MCWRA Board of Supervisors shall evaluate Buche's performance as MCWRA General Manager at intervals of approximately six (6) months commencing in December 2019 for his mid-year evaluation, and commencing in June 2020 for his annual evaluation. Evaluations may be undertaken more frequently at the discretion of Buche or the MCWRA Board of Supervisors. Buche shall be reviewed at least annually by both the MCWRA Board of Supervisors and the MCWRA Board of Directors by no later than June 30th of each subsequent calendar years after 2019.

B. Discrimination, Sexual Harassment, Workplace Violence and Other County Policies: MCWRA and the County of Monterey have policies that prohibit discrimination in any of its forms, including sexual harassment, and which forbids violence in the workplace or anywhere else having a nexus with the workplace. Employee's signature on this Agreement constitutes Employee's promise to

become and remain informed regarding such policies, and to fully comply therewith. Employee shall comply with all MCWRA and County regulations, ordinances, policies procedures as adopted or amended from time to time, whether referenced in this Agreement or not.

- C. **Conflicts of Interest:** Buche represents that he presently has no interest, and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly, conflict in any manner or to any degree with the full and complete performance of the professional services required under this Agreement. In addition, Buche shall, at all times, comply with the California Political Reform Act and its associate regulations.
- D. **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by MCWRA and Employee.
- E. **Waiver:** A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- F. **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.
- G. **Integration:** This Agreement represents the entire Agreement between MCWRA and Buche with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between MCWRA and Buche as of the effective date of this Agreement.
- H. **Incorporation of Exhibits and Recitals:** All exhibits and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in this Agreement by this reference as though at this point set forth in full.
- I. **Severability:** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid in a court of law, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

Dated: June ____, 2019

By: _____
John M. Phillips, Chair
Monterey County Water Resources Agency Board of
Supervisors

Brent W. Buche – Employment Agreement

Dated: June ____, 2019

By: _____
Brent W. Buche

APPROVED AS TO FORM

Charles J. McKee
County Counsel

EXHIBIT A

GENERAL MANAGER GOALS AND OBJECTIVES

1. Organizational Development/Stakeholder and Regulatory Agency Outreach

- a. Foster open relationships with all interested stakeholder groups and regulatory agencies, and ensure that regular and ongoing communications are held with all such groups and agencies.
- b. Work with Board of Directors and Management Partners to develop a strategic plan.
- c. Work with Management Partners to conduct an annual survey of WRA staff to confirm increased engagement and satisfaction.
- d. Develop strategy for governance/cooperation between Salinas Valley Basin GSA and MCWRA.

2. Existing Projects:

- a. Continue efforts towards DSOD requirements for dams, understanding work contingent on success of additional funding.
- b. Lead the continued work on the Habitat Conservation Plan ("HCP").
- c. Complete Interlake Tunnel study and work with stakeholders to determine direction on Prop 218 vote.
- d. Work with growers in Castroville Seawater Intrusion Plan area to come to a decision on Funding of New Source Water with Monterey One Water.
 - i. Amend the Amended and Restated Water Recycling Agreement with Monterey One Water to extend time for study on New Source Water.
- e. Continue involvement with Cal-Am Coastal Monitoring.

3. Finance/Budget:

- a. Obtain funding for deferred maintenance and HCP.
 - i. Develop information for public workshop.
 - ii. Hold public workshop to come to resolution on:
 - 1. Preferred funding approach (tax or assessment);
 - 2. Benefit basis (per acre, per parcel, etc.);
 - 3. Cost per basis for each type of funding; and
 - 4. Schedule for implementing.
 - iii. Complete funding report.
 - iv. Develop public information plan.
 - v. Conduct vote/218.
- b. Create a 10-year financial plan (consider planning for 5 years, projecting for 10 years, updating every 3 years).
- c. Continue efforts to apply for applicable grants.

4. Operations and Maintenance:

- a. Begin process of identifying, developing, and implementing a Maintenance Management System for Agency to ensure preventative maintenance of dams, dam roadways, heavy equipment, pumps, valves, pipes, valves, power generation facilities, roads, buildings, and other infrastructure.

- b. Continue to evaluate WRA involvement in a Joint Powers Authority to address issues at Pajaro Levee.
- c. Continue to review WRA owned land and address outstanding issues with leases and easements.

5. Personnel:

- a. Conduct an open recruitment to fill the Deputy General Manager position and complete such recruitment within six (6) months of the effective date of this Agreement.
- b. Coordinate with Human Resources to fill critical positions.
- c. Develop and implement training and professional growth plan for all WRA staff, including GM.

EXHIBIT B

EMPLOYEE BENEFIT SUMMARY

UNIT Y

Safety & Non-Safety Executive Management

Paydays: Biweekly on Fridays

Floating Holiday: 1 day per calendar year

Professional Leave: 10 days per calendar year

Paid Leave:

Type of Paid Leave: Annual Leave

Years of Completed Continuous County Service	Accrual
Zero to 2 years	23 days
After 2 years	25 days
After 6 years	27 days
After 10 years	30 days
After 15 years	32 days
After 18 years	33 days
After 20 years	34 days
After 25 years	37 days

Accrual Maximum: 850 hours
Cash Out: Up to 160 hours per calendar year

Holidays: 10 paid holidays plus Christmas Eve when December 24th falls on a Monday-Thursday.

Monthly Expense Allowance: \$54.17 for Department Head classes and \$45.84 for all other Y unit classes.

Automobile Allowance: \$375 per month

Professional Development Stipend: \$400 per calendar year

Health Insurance: Available to eligible employees and dependents. Cafeteria style benefit plan is available offering a variety of pre- and post-tax options including health, dental, and vision insurance, and private supplemental insurance policies. Coverage is effective the 1st of the month following hire date, subject to timely enrollment. Elective county contributions (flex credits) vary. Access to, and use of, flexible credits is contingent upon employee enrollment into a medical plan.

Medical: CalPERS Health Insurance Program

- Preferred Provider Organization (PPO)
- Exclusive Provider Organization (EPO)
- Health Maintenance Organization (HMO)

Dental: Pacific Health Alliance

- \$2,000 annual max. per covered person
- \$1,500 lifetime max. orthodontia benefit per covered person

Vision: Vision Service Plan (VSP)

- Exam, lenses, and frames available every 12 months
- Computer vision glasses available, subject to eligibility

Life Insurance: \$50,000 Term Life

Health Flexible Spending Accounts:

- Employee may contribute up to \$2,600 annually, on a pre-tax basis, to the Flexible Spending Account (FSA)
- Employee may contribute up to \$5,000 annually, on a pre-tax basis, to the Dependent Care Assistance Program (DCAP)

Employee Physicals: Reimbursement of up to \$300 per fiscal year.

Retirement Plan: [California State Public Employees' Retirement System \(CalPERS\)](#). Up to 4 years of military service credits available at employee's expense. CalPERS will have final determination of Classic vs. PEPRA membership.

PEPRA Safety Member	2.7% @ 57
Employee Cost	10%
Final Compensation	Three Year Average

Classic Safety Member	3% @ 50
Employee Cost	9%
Final compensation	Single Highest Year
(hired prior to 11/5/11)	

Classic Safety Member	3% @ 55
Employee Cost	9%
Final compensation	Three Year Average
(hired between 11/5/11-12/31/12)	

Misc. PEPRA Member	2% @ 62
Employee Share of Cost	6.25%
Final Compensation	Three Year Average
(1/2 of normal cost as determined by CalPERS)	

Misc. Classic Member	2% @ 55
Employee Share of Cost	7%
Final compensation	Single Highest Year

Social Security for Safety Employees: No

Social Security for Non-Safety Employees: Yes*

MediCare: Yes

Disability: County paid UNUM Disability Insurance

Deferred Compensation 457(b) Plan: Yes

PLEASE NOTE: The information listed above is intended to provide a general summary of benefits available to Monterey County employees and is not legally binding. The benefits to which an individual is entitled vary depending on bargaining unit.

Contact Employee Benefits at 831-755-5004 for additional information.

*Water Resource Agency (WRA) employees if hired after or opted in prior to 01/01/2011.