



City of Needles, California Council Action

☒ CITY COUNCIL/NPUA ☐ Board of Public Utilities ☒ Regular ☐ Special

Meeting Date: September 12, 2023

Title: Re-creation of the Utility Manager position, setting salary, and appointment of Rainie Torrance as Utility Manager

Background: The NPUA has historically had a Utility Manager position. Upon Rick Daniels' arrival, the Utility Manager position was consolidated with the City Manager responsibilities. Mr. Daniels is retiring in October 2023. It is appropriate to now re-create the position and appoint a Utility Manager.

Rainie's technical, financial, and analytical skills have been proven over the last eight (8) years of her tenure with the City and NPUA. Amongst her accomplishments are

- Oversees the Electric, Water, Wastewater crews in addition to balancing the annual \$18M departmental budgets, assists with the procurement of materials, fleet, equipment, and work order management.
- Manages the Lower Colorado Water Supply Project (LCWSP). The annual projects budget is \$1.1 million. Manages subcontracts for annual diversion, reporting to Bureau of Reclamation (BOR), and monthly/annual billing to Metropolitan Water District (MWD)
- Manages the Sanitation department including the franchise agreement with Republic Services and annual department budget of \$1.5M, ensures compliance with CalRecycle including annual reporting (eAR). Ensures compliance with Mandatory Commercial/Residential Recycling, Waste Diversion Requirements and Organics Recycling (AB1386/SB1383)
- Ensures compliance with State regulations for Electric, Water and Wastewater including (Renewable Portfolio Standards, Greenhouse Gas Emissions, Department of Energy, California Air Resources Board, State Water Resources Control Board, Bureau of Reclamation monthly Present Perfected Rights report)
- Manage all contracts for the utilities including (Western Area Power Administration (WAPA), Aqua Caliente, Bureau of Reclamation) including term purchasing for power contracts
- Secured \$14M in NPUA water infrastructure grants and \$7.5M in general fund grants for the City of Needles

Amongst Rainie's duties and responsibilities will include:

- | | |
|----------------|----------------------|
| • Water | • Sanitation, |
| • Wastewater | • Public Works, and |
| • Electricity, | • Emergency Services |

Approval of this agenda item will re-create the Utility Manager position. Upon approval, the City Manager intends to appoint Rainie to that position effective October 6, 2023.

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City of Needles, California Council Action

The Utility Manager position will be an exempt position serving under an Employment Agreement with the City/NPUA.

Fiscal Impact: The California Municipal Utilities Association conducted a salary survey of comparable small City utilities. Those utilities chosen for comparison include the following: See attached salary survey.

It is important to note that the proposed compensation will be funded 40% by the Lower Colorado River Project with the NPUA covering the other 60% or \$108,000 spread over the multiple utilities, sanitation, emergency management, and Public Works.

The Board of Public Utilities approved the recommended action on September 5, 2023.

Recommendation: Concur with the creation of a Utility Manager position, setting employment terms and conditions, and endorse the City Manager's intent to appoint Rainie Torrance as Utility Manager effective October 6, 2023 – salary \$185,000 ad adjusted by the city manager on an annual basis.

Submitted By: Rick Daniels, City Manager

City Management Review:

Rick

Date:

9/8/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

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Number of electric customers	Total annual electric utility revenues	Services provided, for which the most senior person is responsible (e.g., general manager,	Water	Wastewater	Refuse	Is this person responsible for all utilities, or just electric?	Other	Title of person	The person's annual salary	Organization
8100	\$17,900,000	Electric				Just electric		Electric Utility Director	\$207,877	City of Ukiah
7350	\$13,500,000	Electric				All utilities checked in the previous question		General Manager	\$263,015	Trinity PUD
13200	\$27,500,000	Electric				Other (please describe)	City Information Technology Department	Electric Utility Director	\$192,000	City of Banning
20405	\$91,441,129	Electric	Water	Wastewater	Refuse	All utilities checked in the previous question		Director of Public Works and Utility Services	\$188,411	City of Colton
86	\$12,500,000	Electric				All utilities checked in the previous question		Director	\$185,000	City of Victorville
789	\$4,921,021	Electric	Water	Wastewater	Refuse	Other (please describe)	All utilities above as well as: Snow Removal, Parks & Recreation, Fire Department	General Manager	\$194,000	Kirkwood Meadows PUD
3000	\$20,000,000	Electric	Water	Wastewater	Sanitation	All	PWX, Emergency Mgmt, Project Mgmt	Utility Manager	\$185,000	NPUA

R a i n i e T o r r a n c e

rtorrance@cityofneedles.com (337)532-7721

Experience

MARCH 2020 – PRESENT

ASSISTANT UTILITY MANAGER, CITY OF NEEDLES



- Oversees the Electric, Water, Wastewater, Public Works crews in addition to balancing the annual NPUA \$18M budget, assists with the procurement of materials, fleet, equipment, and work order management.
- Manages the Lower Colorado Water Supply Project (LCWSP). The Project consists of well-field facilities in the Sand Hills area along the All-American Canal in Imperial County. The purpose of the Project is to “supply water for domestic, municipal, industrial, and recreational purposes only.” The annual projects budget is \$1.1 million. Manages subcontracts for annual diversion, reporting to Bureau of Reclamation (BOR), and monthly/annual billing to Metropolitan Water District (MWD)
- Manages the Sanitation department including the franchise agreement with Republic Services and annual department budget of \$1.5M, ensures compliance with CalRecycle including annual reporting (eAR). Ensures compliance with Mandatory Commercial/Residential Recycling, Waste Diversion Requirements and Organics Recycling (AB1386/SB1383)
- Ensures compliance with State regulations for Electric, Water and Wastewater including (Renewable Portfolio Standards, Greenhouse Gas Emissions, Department of Energy, California Air Resources Board, State Water Resources Control Board, Bureau of Reclamation monthly Present Perfected Rights report)
- Emergency Operations Coordinator; coordinates natural disasters with CalOES and FEMA and local storm emergencies.
- Manage all contracts for the utilities including (Western Area Power Administration (WAPA), Aqua Caliente, Bureau of Reclamation) including term purchasing for power contracts.
- Notable accomplishments:
 - Conducted two rate studies in accordance with Prop 26 and Prop 218
 - Secured \$14M in NPUA grants and \$7.5M in general fund grants for the City of Needles
 - Assisted the project manager with \$16M in water and \$7M in general fund capital improvement projects.
 - Submitted and received multiple grants including pending submissions (Details on final page)

NOVEMBER 2017 – MARCH 2020

FINANCE ASSISTANT, CITY OF NEEDLES

- Assisted with the annual and mid-year budgets.
- Reviewed documents for accuracy, consistency, and adherence to established departmental procedures, account classifications, and budget control.
- Verified financial data, reconciles, posts balances, and adjusts accounts in a central accounting system.
- Maintained, opened, closed, and prepared schedules, reports and other financial data from general and supportive registers and ledgers of all separate funds of the accounting system.
- Prepared and supervised preparation of regular and special reports.
- Assisted with annual audits(s)
- Completed the duties of the Assistant Utility Manager in addition to Finance Assistant job duties.

JANUARY 2013 – NOVEMBER 2017

FINANCE DIRECTOR, FORT MOJAVE TRIBAL UTILITIES



- Managed all functions of Accounting operations and processing payroll.

- Human Resource functions including personnel policies and procedures, benefits, deductions, DOT drug screening.
- Prepared and presented monthly financial statements-balance sheet, income statement, bank reconciliations to Board of Directors, prepare weekly financial statements for FMIT Council
- Prepared and administered budgets (monthly and annually)
- Prepared all audit documentation and was responsible for annual audit(s)
- Prepared compliance documents (ADEQ, ACC State Reports, annual water consumer confidence reports, Mohave County documents)
- Prepared and processed company water and wastewater utility billing, compiled monthly billing journals.
- Prepared work order management for crews and assisted with new development/construction.
- Prepared the tribes monthly water consumption report to the Bureau of Reclamation.
- Assisted with inventory management and reconciliation.
- Assisted with Indian Health Services grants for treatment plant.

2009 – 2013



Fiscal Specialist, Northern Arizona Council of Governments (NACOG)

- Managed fiscal functions for a budget of \$5.2M for the Department of Economic Security- AAA, Region 3, \$1.5M for the Department of Economic Security-Community Services, \$400K for Senior Community Service Program.
- Managed all aspects of State/Federal grants including, budgeting, expenses, regulation, and compliance.
- Prepared all reporting for grants, analyzed budget expenditures to actual to maximize ceiling reimbursement.
- Responsible for reviewing and approving A/P invoices, accounts receivable managements
- Prepared agency audit documentation. (fixed assets, prepaid expenses schedules etc.)
- Reported monthly program statistics to managers and directors.
- Forecasted potential carryover and program/grant expectations. (monthly and year-end)

Skills and Knowledge

Electric distribution knowledge · Water supply, distribution and entitlements knowledge · Wastewater collection and reclamation systems operations · Maintain regulation compliance for the utilities · Conflict management · Public speaking · Data analytics · Motivate and lead employees · Interacts with state officials and other agencies.

Education

MAY 2010

Bachelor of Science in Accountancy, Northern Arizona University

Needles Unified School District, Needles, CA

Grants Received

	Project	Grant Amount	Totals
Needles Public Utility Authority (NPUA)			
Bureau of Reclamation (BOR)	AMI	\$212,826.00	
Colorado River Funding Area RWMGs - URC			
Set aside funds (DWR)	Well Siting Investigation Study	\$38,909.00	
State Water Resources Control Board (SWRCB)	Lillyhill Booster Station	\$2,326,775.00	
	L Street Booster Station	\$929,695.00	
	Well 15 Backup Generator	\$367,645.00	
	Manifold	\$1,862,485.00	
	Treatment Plant	\$6,476,604.00	
	Waterline Replacement	\$930,000.00	
	Allowances (for all projects above)	\$812,251.00	
	Emergency Funding	\$350,235.00	
	Total		\$14,055,690
City of Needles			
CA Dept. of Parks & Recreation (Prop. 68)	Duke Watkins Park	\$3,965,400.00	
CA Dept. of Parks & Recreation (Prop. 68)	Jack Smith Park	\$181,000.00	
CalRecycle	Illegal Dumping	\$75,500.00	
CalRecycle	SB 1383 Organics	\$20,526.00	
	Jack Smith Park Tire Derived Material	\$18,500.00	
CalRecycle	Marina Beach	\$2,179,702.00	
Caltrans (Clean CA)	Local Roadway Safety Plan	\$40,000.00	
Caltrans	Hazard Mitigation Plan	\$119,683.50	
CalOES			
Colorado River Funding Area RWMGs - URC			
Set aside funds (DWR)	Golf Course Irrigation	\$715,000.00	
CDBG	Food Distribution	\$127,174.00	
Department of Food & Agriculture	Animal Control Spay & Neuter	\$7,500.00	
Legacy Foundation	Duke Watkins Park Playground	\$110,000.00	
	Total		\$7,559,986

Grants Pending

Needles Public Utility Authority (NPUA)			
	Lower Colorado River Basin Conservation and Efficiency Program		
Bureau of Reclamation (BOR)	Golf Course Irrigation Project	\$5,245,311.84	
	2.04 MW, 480V 5,112 Ground-Mounted Solar Panels Solar Farm	\$5,112,000.00	
Department of Energy (DOE)			
	Total		\$10,357,312

Number of electric customers	Total annual electric utility revenues	Services provided, for which the most senior person is responsible (e.g., general manager, utility Electric	Water	Wastewater	Refuse	Is this person responsible for all utilities, or just electric?	Other	Title of person	The person's annual salary	Organization
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86	\$12,500,000	Electric				All utilities checked in the previous question		Director	\$185,000	City of Victorville
3000	\$20,000,000	Electric	Water	Wastewater	Sanitation	All	PWX, Emergency Mgmt, Project Mgmt	Utility Manager	\$185,000	NPUA

Note: Salaries are based on the California Municipal Salary Survey

UTILITY MANAGER
EMPLOYMENT AGREEMENT

This Utility Manager Employment Agreement (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 12th day of September, 2023, by and between the CITY OF NEEDLES, (hereinafter referred to as the "CITY"), and Rainie Torrance, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, based on EMPLOYEE's qualifications, ability, and performance as the assistant utility manager, the City Manager desires to appoint EMPLOYEE to serve as Utility Manager for CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of services to CITY in the position of Utility Manager; and

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede any Memorandum of Understanding between City of Needles and the Teamsters Local 1932.; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of professional services to CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement.

1.2 Position. EMPLOYEE accepts employment with CITY as its Utility Manager and shall perform all functions, duties and services set forth in Section 1.5 (Duties) of this Agreement.

1.3 Effective Date of Agreement/Term. The effective date of this Agreement shall be October 7, 2023 (hereinafter, the "Effective Date"). This Agreement is for an unspecified term and is subject to the "At-Will" provision in Section 1.4 and termination provision in Section 4.

1.4 Employment At-Will.

(a) EMPLOYEE's employment status with CITY shall be at-will and terminable with or without cause, at either Party's discretion, subject to the termination provisions provided herein. EMPLOYEE shall serve at the pleasure of the City Manager. EMPLOYEE

acknowledges, understands and agrees that EMPLOYEE may not avail himself/herself of any procedures, provisions or protections set forth under CITY's Employment 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 CITY or the ability of the City Manager to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY'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 the CITY.

(b) EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE's employment whether for cause or for convenience and without cause. EMPLOYEE shall also not be entitled to any post-termination appeal proceedings.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.5 Duties. EMPLOYEE shall serve as the Utility Manager and shall have the duties and responsibilities of the Utility Manager, attached hereto as Exhibit "A" and as the same may be amended or modified from time-to-time by the City Manager, City Council, the California Codes, Needles City Code, Needles City Charter or CITY's policies and procedures approved by the City Council. EMPLOYEE's performance of EMPLOYEE's duties shall be subject to the direction of the City Manager. EMPLOYEE shall keep the City Manager fully informed of all significant operations or major undertakings by EMPLOYEE and the City Utilities Department ("Department"). EMPLOYEE shall also provide the City Manager with regular status reports on the operations and activities of EMPLOYEE'S Department. EMPLOYEE shall perform such duties as are customary and appropriate to the position Utilities Manager as well as such special duties as may be assigned to EMPLOYEE from time to time by the City Manager. Notwithstanding EMPLOYEE's duties as Utilities Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within EMPLOYEE'S Department. EMPLOYEE shall attend all City Council, Needles Public Utilities Authority board, and Board of Public Utilities meetings, unless excused or directed otherwise by the City Manager.

1.6 Work Hours. The position of Utilities Manager is an exempt position under all applicable wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws, including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the Utilities Manager

position. EMPLOYEE does not have set hours of work as the Utilities Manager is expected to be available at all reasonable and relevant times.

1.7 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE'S ability to serve CITY and perform EMPLOYEE'S duties as Utilities Manager. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE'S duties as Utilities Manager. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the Utilities Manager necessary for EMPLOYEE'S participation in national, statewide, regional or professional organizations.

1.8 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity whether or not for pecuniary advantage without City Manager approval.

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 Base Salary. Commencing on the date EMPLOYEE commences full time work with the CITY, EMPLOYEE shall receive a base annual salary of \$185,000 per year, (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as established for the year 2023, may be adjusted from time-to-time by the City Manager following a performance evaluation, as provided for in Section 2.2 (below). In no event shall EMPLOYEE's base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE's base salary exceed the maximum amount approved by the City Council, including in the City's Council approved position and salary resolution, the annual operating budget, or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

2.2 Performance Review. On or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE's compensation consistent with CITY's Council approved salary table. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 (Termination).

2.3 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Health Insurance, Life Insurance, and Reimbursements. EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to other City unrepresented management employees.

(b) Business Related Equipment. City shall also provide EMPLOYEE a personal computer (at work) for use in connection with CITY business. CITY shall be responsible for maintenance of said item. EMPLOYEE acknowledges and agrees that EMPLOYEE has no right to privacy with regard to business related equipment, and CITY shall be apprised of any and all passwords at all times.

(c) Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY program/employment benefits to the extent they are offered to non-represented CITY management employees.

(d) Cell Phone Stipend. EMPLOYEE shall receive a cell phone stipend to reimburse EMPLOYEE for business-related costs incurred when using their personally owned cell phone. As of the Effective Date, the monthly cell phone stipend is Fifty Dollars (\$50.00). CITY may review and adjust the monthly cell phone stipend from time to time.

(e) Holidays and Leave. EMPLOYEE shall accrue vacation leave, sick leave, and other leave as required by state or federal law as provided in the City of Needles Employee Handbook. EMPLOYEE will accrue vacation leave at the level of an employee with ten years of service to the CITY.

(f) Administrative Leave. In recognition of the number of public meetings Employee is required to attend outside of normal business hours, EMPLOYEE shall be provided with 40 hours per calendar year of administrative leave, pro-rated for portions of a calendar year, on a non-accrual and non-cumulative basis. Said administrative leave may not be converted to cash.

(g) PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) ELIGIBILITY.
The City has contracted with the California Public Employees Retirement System ("CalPERS") for its employees. As used in this Agreement, the terms "Classic Members" and "New Members" shall be the same as those terms are used in the Public Employees' Pension Plan Reform Act of 2013.

As of the Effective Date of this Agreement, EMPLOYEE is a:

Classic Member XXNew Member

EMPLOYEE shall receive the same CalPERS benefits as other unrepresented management employees of City, as may be amended from time to time by the City in its sole and absolute discretion. The CalPERS benefits are currently as follows:

As to Classic Members, the benefits are the 2% at 55 Modified Formula, and Section 20835.1 (Limit Prior Service to Members Employed on the contract date). To the extent allowed by law, prior service credit will be granted for all years of service with the City of Needles. As to New Members, the Benefits are the 2% at 62 Formula.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Section 1.4 (Employment With CITY "At-Will"), above, CITY also reserves the right to terminate EMPLOYEE's employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in EMPLOYEE being

unable to perform the essential duties of the Utilities Manager position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY'S unilateral discretion if the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY, and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE'S exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally allowed under the workers' compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE'S employment with the CITY.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of Employee. This Agreement along with EMPLOYEE'S employment shall terminate automatically upon EMPLOYEE'S death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE'S employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE'S death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE'S executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for any "severance payment," as defined in Section 4, if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5.

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. CITY may terminate EMPLOYEE at any time for convenience and without cause by providing EMPLOYEE with the applicable "severance payment" provided for below. The "severance payment" shall be an amount equal to six (6) months Base Salary, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all accrued but unused vacation. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260-53264, and any such sums shall be deducted from the "severance payment." EMPLOYEE will not receive the severance payment until she executes a full and final release of any and all actual and potential claims (including a Civil Code Section 1542 release/waiver) that EMPLOYEE has or could have

against the CITY, its officials, employees and agents, in a form prepared by and acceptable to CITY. In exchange for receiving the severance payment, EMPLOYEE expressly waives any right or claims she may have related in any way to her employment and/or termination under any applicable law, CITY policy, or otherwise to contest, challenge, litigate, appeal or grieve her termination and/or the terms of this Agreement.

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause. EMPLOYEE shall not receive a "severance payment" in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE'S employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE'S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager's designee. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE'S termination, the Parties agree to binding arbitration as provided in Section 6. No "severance payment" shall be paid in the event EMPLOYEE's employment is terminated for cause, except that CITY shall pay EMPLOYEE for all earned but unpaid monthly salary and all accrued and unused vacation, as provided for in this Agreement. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that EMPLOYEE engaged in legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the Needles City Code, ordinances, rules or regulations, including but not limited to the CITY's Employee Handbook, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, or 12) gross misfeasance, insubordination or gross malfeasance.

4.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), credit cards, keys, passwords, cell phones, tablets, pagers, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE'S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of EMPLOYEE'S employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination, unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, or unless otherwise required by law.

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the Needles City Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with EMPLOYEE'S employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed

to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE'S address during EMPLOYEE'S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:
CITY MANAGER
City of Needles
817 Third Street
Needles, CA 92363

Utilities Manager Address:

(Last listed address in employee's personnel file)

7.2 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act (Government Code section 810 et seq.) CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension term. CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, CITY shall have no duty to indemnify, defend, or hold EMPLOYEE harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by EMPLOYEE.

7.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.3 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to CITY's unrepresented management employees.

7.4 Amendments. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager, City Council and signed by the City Attorney.

7.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.7 Severability. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.8 Governing Law. This Agreement is entered into and is to be performed in San Bernardino County, California and shall be governed by and construed in accordance with the controlling laws of the State of California or federal law, whichever is applicable, and the Parties agree that venue in any court proceeding shall be in San Bernardino County, California.

7.9 Interpretation. 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 or 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. This Agreement shall not be construed in favor of or against a party on the grounds that they drafted the Agreement or language in dispute.

7.9 Statutory Obligations

a. Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. 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 the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

b. Maximum Cash Settlement Upon Termination of Agreement. Pursuant to California Government Code Sections 53260 and 53261, regardless of the term of this Agreement,

if the Agreement is terminated and a dispute arises regarding the termination, the parties agree that the maximum cash settlement that EMPLOYEE may receive shall be equal to the monthly salary of EMPLOYEE multiplied by eighteen and shall not include any other noncash items except health benefits, which may be continued for the same duration of time (18 months) or until employee finds other employment, whichever occurs first.

7.10 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

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

IN WITNESS WHEREOF, the Parties executed this AGREEMENT on the date first written above.

"EMPLOYEE"
Rainie Torrance

Dated: _____

By: _____

"CITY"
CITY OF NEEDLES

Dated: _____

By: _____
Rick Daniels, City Manager

ATTEST:

Dated: _____

By: _____
Dale Jones, City Clerk

**UTILITIES MANAGER
EMPLOYMENT AGREEMENT**

Commented [JOP1]: PLEASE ATTACH JOB
DESCRIPTION/DUTIES FOR THIS POSITION.

Exhibit "A"

Job Description

Exhibit "A"

CITY OF NEEDLES, CA.

JOB DESCRIPTION

UTILITIES MANAGER

Position Control No. 08-B011
Organizational Chart Position No. _____

EMPLOYMENT CLASSIFICATION: Contracted

DEPARTMENT: Utilities Department

REPORTS TO: City Manager

PURPOSE/OBJECTIVE OF JOB: Under administrative direction, plans, organizes, directs, and review the overall operation of the Utilities Department, including electrical distribution, water and wastewater systems; to communicate with various individuals, groups and organizations on City utility services, and to perform related work as required.

LEVEL OF SUPERVISION REQUIRED: Work is performed in accordance with established procedures under the direction of the City Manager.

SUPERVISORY RESPONSIBILITIES: Exercises supervision over division managers in the three utility departments: electric, water and wastewater

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Depending upon assignment, duties may include, but are not limited to, the following as essential components of the job:

Plans, organizes, and directs through division managers the municipal utilities which includes electrical distribution, water production, storage and distribution systems, wastewater collection, and treatment operations; establishes department priorities and formulates long-range plans.

Direct the coordination and maintenance of contracts for utility related projects and assigns, delegates, and reviews completion of special projects.

Develops, interprets, and enforces electric, water and wastewater policies and procedures.

Emergency Response Coordinator, responsible for planning and leading the responses to natural disasters and other utilities related emergencies.
Representative to the San Bernardino Operational Area Coordinating Council

Project Manager for the Integrated Water Management Plan

Develop both short- and long-range electric, water and wastewater capital improvement planning for the City and directs operation and maintenance of utility services.

Manages the buying and selling of thermal and hydroelectric power (current and future load), power resources and delivery, power system planning, transmission, local distribution, electrical load management, electrical metering and City streetlights.

Manage the Public Utilities Energy Efficiency program and reporting.

Manage all regulation and reporting requirements for the electric department to The California Energy Commission reporting including SB1 Solar reporting and Power Disclosure

Manage all regulation and reporting requirements for the electric department to The California Air Resources Board (CARB) of the City's Power Portfolio including Greenhouse Gas Emissions (GHG) and Renewable Energy Portfolio Standard (RPS). Manage the Lower Colorado Water Supply Project (LCWSP) funding, prepares calculations with Metropolitan Water District (MWD) and Subcontracts for water supply delivery.

Prepares water order(s) to the Bureau of Reclamation on behalf of the City, LCWSP, MWD and LCWSP Subcontracts and complete monthly/annual reporting.

Manage the City's franchised hauler agreement for solid waste/recycling, complete regulation and reporting to CalRecycle.

Reviews and prepares rate structure analysis and studies for water, wastewater and electric.

Approves invoices for payment and administers requests for proposals and sealed bids for projects.

Propose and prepare annual budgets and operational plans, monitor expenditures and budget variances to assure compliance with approved levels and financial and operational goals.

Ensure work is completed according to City, state and federal safety, quality and health requirements and that all employees are observing safety rules, using proper personal protection devices, trench shoring and traffic barricading is set up as needed, and that employees are courteous and professional toward each other, customers and the public.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Electrical distribution system operations and maintenance
- Water supply and distribution systems operations and maintenance.
- Wastewater collection and reclamation systems operations and maintenance.

- Pertinent federal, state, and local laws, rules, and regulations applicable to municipal utility operations
- Organizational and management practices as applied to analysis and evaluation of program, policies, and operational needs.

Ability to:

- Plan, organize and administer major utility functions.
- Analyze complex issues and problems and recommend effective resolutions.
- Monitor contractual performance and oversee agreements.
- Develop and monitor complex capital and operating budgets.
- Motivate and lead employees.
- Communicate clearly and concisely, orally and in writing.
- Interact effectively with staff, the public, officials, and representatives of business and other agencies.

ESSENTIAL POSITION REQUIREMENTS:

A bachelor's degree in electrical engineering, Civil Engineering, Public Administration, Accounting, or related field and five (5) year of electrical, water and wastewater system operation experience that includes three (3) years of management and/or supervision, or an equivalent combination of education and experience as determined by the City. Experience in the design and construction of electrical substations, transmission and distribution is desirable.

MARGINAL POSITION REQUIREMENTS:

1. Must possess a valid state driver's license with a satisfactory driving record
2. Ability to pass pre-employment physical and drug test.
3. Must possess a valid state driver's license with a satisfactory driving record
4. Ability to: Reach, turn, bend or stoop, move from one location to another. Must be able to meet physical requirements of position including lifting and handling weights more than 50 pounds, standing, sitting, walking, bending, stooping and climbing
5. Frequent: speak clearly and correctly, sit for long periods, hear, handle, climb. Visual acuity near, less than 20 inches.
6. Perform one or more of the following functions simultaneously: Reach, turn, move, bend or stoop, from one position to another, handle materials, read, write, speak, sit and hear.

ENVIRONMENTAL EXPOSURES:

Those typically encountered in a construction environment.

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Job Description Modification History