# INTERIM GENERAL MANAGER EMPLOYMENT AGREEMENT LIMITED TERM RETIRED ANNUITANT

This INTERIM GENERAL MANAGER EMPLOYMENT AGREEMENT-LIMITED TERM RETIRED ANNUITANT ("Agreement") is effective on the 5<sup>th</sup> day of November 2025, and is made by and between the INLAND EMPIRE UTILITIES AGENCY ("Agency"), a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California and CHRISTIANA DAISY ("Employee"), an individual. The Agency and Employee may be referred to individually as a "Party" or collectively as "the Parties."

### RECITALS

WHEREAS, Agency desires to hire Employee as a temporary, at-will employee for a definite period of time to serve in the position of Interim General Manager for the Agency, which is a position that requires specialized skills, and Employee desires to perform and assume responsibility as the Interim General Manager on a temporary basis subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties wish to have Employee perform the services of Interim General Manager, while the Agency conducts its recruitment for a permanent General Manager, and will terminate such services upon the Agency's selection and hiring of a permanent General Manager; and

WHEREAS, the Agency is actively conducting a recruitment for a permanent General Manager; and

WHEREAS, Government Code Section 21221(h) permits retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position, if approved by the Agency Board of Directors; and

WHEREAS, Employee has served as Agency Deputy General Manager and in various other senior management positions with over thirty years of Municipal water and wastewater experience, and those specialized skills are necessary to support the continuing operations of the Agency during the recruitment; and

WHEREAS, the Agency wishes to establish the terms and conditions of Employee's services to the Agency through this Agreement, in compliance with Government Code section 21221(h).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Agency and Employee hereby agree as follows:

### **AGREEMENT**

#### 1.0 EMPLOYMENT & DUTIES

- 1.1 <u>Duties</u>. Agency hereby employs Employee as Interim General Manager for the Agency to perform the functions and duties of the Interim General Manager as set forth in Exhibit "A" to this Agreement, as otherwise provided by law, ordinance or regulation, and such further lawful duties as directed by the Agency Board of Directors. Employee shall devote her best efforts and full-time attention to performance of these duties.
- 1.2 <u>Work Schedule.</u> Employee's work hours under this Agreement generally will be limited to normal business hours of the Agency (Monday through Thursday, from 7:30 a.m. to 5:30 p.m.). Employee will be required to keep accurate time records of her hours worked. In the position of Interim General Manager, work before or after normal business hours may be required. Employee shall attempt to flex her hours (starting late or ending early or scheduling time off during the week), so that she does not work over 40 hours in a workweek. If Employee determines that work over 40 hours per work week is required, Employee is required to notify the Board President, so that the matter may be reviewed as deemed necessary by the Agency Board of Directors. The Parties acknowledge that Employee is scheduled to commence a teaching position in January, 2026 and agree that requisite accommodations for remote work shall be arranged through the Board of Directors upon finalization of Employee's teaching schedule.
- 1.3 Employment Status. Employee shall serve at the will and pleasure of the Agency Board of Directors and understands she is an "at-will" employee subject to summary dismissal without any right of notice or hearing, including any "Skelly" hearing. Agency may terminate the employment of Employee at any time, subject to Section 2.1 below. Employee will not acquire a property interest in the position of Interim General Manager. Employee is a temporary employee employed to perform specialized services in accordance with Government Code section 21221(h).

#### **2.0 TERM**

- 2.1 <u>Term.</u> This Agreement shall become effective upon the date executed both by Employee and the Board President, following approval by the Agency Board of Directors. Employee shall commence the performance of her duties under this Agreement on November 10, 2025 ("Commencement Date"). This Agreement shall terminate upon completion of nine-hundred sixty (960) hours of work, or upon the appointment of a permanent General Manager by the Agency's Board of Directors, whichever occurs first. Either Party reserves the right to terminate this Agreement, with ten (10) days written notice to the other Party.
- 2.2 <u>Transfer of Responsibilities.</u> After Notice of Resignation or Termination, Employee shall cooperate with the Agency, as requested by the Agency, to effect a transition of Employee's responsibilities and duties and to ensure that the Agency is aware of all matters being handled by Employee.
- 2.3 <u>No Reappointment or Extension of Term.</u> In accordance with state law and the requirements of the PERL, Employee may only be appointed to this position one time (single appointment).

2.4 <u>No Severance Pay.</u> Upon termination, Employee shall not be entitled to severance pay, payment of any benefits, or any other form of compensation, and Employee expressly waives any and all rights with respect to severance pay.

#### 3.0 COMPENSATION AND REIMBURSEMENT

- 3.1 <u>Compensation</u>. For the services rendered pursuant to this Agreement, Agency agrees to pay Employee as Employee's sole compensation, the amount of \$302.88 per hour worked. Employee shall not be entitled to any benefits, including health insurance, life insurance, or CalPERS, under this Agreement. Employee shall be paid biweekly.
- 3.2 <u>Deferred Compensation</u>. If allowed by law, Employee will be authorized to voluntarily participate in Employer's 457(b) supplemental retirement savings plan, provided, however, that Employer shall not make any contributions thereto.
- 3.3 <u>No Other Benefits</u>. Employee shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation.
- 3.4 <u>Reimbursable Expenses.</u> Employee shall receive reimbursement for Agency approved expenses incurred in the course and scope of rendering services for the Agency, including attendance at seminars and conferences, external meetings on Agency business and other expenses as may be approved by the Agency.

# 4.0 <u>CONDITIONS OF EMPLOYEE'S SERVICES AND ACKNOWLEDGMENT OF NO BENEFITS</u>

- 4.1 <u>Conflicts Prohibited.</u> During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.
- 4.2 <u>Provision of Benefits Prohibited</u>. Employee is a CalPERS retiree and will thus not be enrolled in CalPERS, other than as a retired annuitant solely for administrative recordkeeping purposes (Employee will remain in retired status) and will report both the hours worked by Employee and pay pursuant to this Agreement. Employee understands and acknowledges that Government Code Section 21221(h) provides that a retired annuitant appointed to a vacant position pursuant to this subdivision shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate of compensation. Therefore, Employee will receive only the hourly wages described above, unless otherwise required by applicable law

## 5.0 ANNUITANT'S REPRESENTATIONS AND WARRANTIES

5.1 Employee warrants that she has been retired, as defined in the Public Employees' Retirement Law, for at least 180 days and that she therefore is eligible to be employed as a retired annuitant by the Agency.

- 5.2 Employee represents that she is currently not employed by any other CalPERS employer.
- 5.3 Employee warrants that she has not received any unemployment insurance compensation arising out of prior public employment during the prior 12-month period prior to appointment.

## 6.0 INDEMNIFICATION

6.1 <u>Indemnification</u>. For the purposes of indemnification and defense of legal actions, Employee shall be considered an employee of the Agency and entitled to the same rights and subject to the same obligations as are provided for all other employees of the Agency, as required by the Government Code. Accordingly, to the extent mandated by the Government Code, the Agency shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring within the course and scope of Employee's services under this Agreement, including any action in relation to Employee's retired annuitant status, subject to the exceptions and exclusions provided by law.

## 7.0 NOTICES

Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, upon facsimile transmission to the number provided below (if one is provided), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered and addressed to Employer at the address below or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in her address. Notice of change of address shall be effective only when done in accordance with this Section.

## **Employer's Notice Address:**

Board of Directors Inland Empire Utilities Agency P.O. Box 9020 Chino Hills, CA 91709

#### 8.0 GENERAL PROVISIONS

- 8.1 Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to Employee's employment by Agency and contains all of the covenants and agreements between the Parties with respect to such employment. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either Party.
- 8.2 <u>Assignment</u>. This Agreement is not assignable by either the Agency or Employee.

- 8.3 <u>Severability</u>. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.
- 8.4 <u>Effect of Waiver</u>. 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.
- 8.5 <u>Governing Law and Jurisdiction</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in San Bernardino County, California.
- 8.6 <u>Effective Date</u>. This Agreement shall become effective upon execution by the Agency Board of Directors and Employee.
- 8.7 <u>Interpretation</u>. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.
- 8.8 <u>Authority</u>. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the date set forth below.

INLAND EMPIRE UTILITIES AGENCY

Dated: 11/5/25

Marco Tule, President Board of Directors

Inland Empire Utilities Agency

ATTEST:

Steve Elie, Secretary Board of Directors

Inland Empire Utilities Agency

EMPLOYEE:

Dated: 11/5/25

igned: Charles





#### **Interim General Manager**

Class Code:

Established date: 11/9/2025

Revision date:

#### **GENERAL PURPOSE**

Under policy guidance from the Board of Directors, the Interim General Manager serves as the chief executive of the Inland Empire Utilities Agency on a temporary basis. This role is appointed to provide continuity of leadership and operational oversight during a transitional period, with full authority to act as General Manager. The incumbent is responsible for planning, organizing, directing, integrating, and evaluating the activities, operations, and services of the Agency, while focusing on recruitment, onboarding, and preparing the organization for a permanent General Manager.

#### DISTINGUISHING CHARACTERISTICS

The Interim General Manager is appointed to provide stable and effective leadership during a period of organizational transition, serving at the will of the Board of Directors in a temporary capacity. While vested with full authority of the General Manager, the incumbent's primary focus is to maintain continuity of operations and strategic direction, actively support and facilitate the recruitment, selection, and onboarding of the next permanent General Manager, and ensure a smooth leadership transition. This role requires adaptability, diplomacy, and skill in managing change, fostering organizational stability, and maintaining staff morale throughout the interim period. The Interim General Manager is accountable for executing the Agency's strategic plans and priorities, upholding high standards of service, and preparing the organization for a successful transition to permanent leadership.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties and responsibilities listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this classification.

organizational coordination, or public sector administration, preferably in a transitional or leadership support capacity. Demonstrated ability to lead organizations through periods of change and transition.

#### Licenses; Certificates; Special Requirements:

None.

#### PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Physical Demands**

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; and perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision, and the ability to adjust focus.

#### **Mental Demands**

While performing the duties of this classification, an employee uses written and oral communication skills; reads and interprets data, information and documents; uses math and mathematical reasoning; observes and interprets people and situations; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work.

#### **WORK ENVIRONMENT**

The employee works in an office environment where the noise level is usually quiet.

FLSA Designation: Non-exempt

EEO Category: Officials and Administrators

Bargaining Unit: Other
Probationary Period: At Will