

**EMPLOYMENT AGREEMENT BETWEEN THE NEVADA IRRIGATION DISTRICT  
AND JENNIFER L. HANSON**

This employment agreement (“Agreement”) is made by and between Jennifer L. Hanson (“General Manager”) and the Board of Directors of the Nevada Irrigation District (“District”), hereinafter also referred to as “Board of Directors.” The parties hereto agree as follows:

**Section 1.     Employment.**

1.1     The Board of Directors agrees to employ Jennifer L. Hanson as General Manager, and agrees and does accept employment as General Manager upon the terms and conditions set forth herein.

1.2     General Manager shall report to the Board of Directors at such times and in such manner as is directed by the Board and agrees to perform the functions and duties of General Manager as currently in effect, as set forth in the attached General Manger job description, and as may be established or directed by the Board of Directors. General Manager agrees to perform all such functions and duties to the best of the General Manager’s ability and in accordance with the highest professional and ethical standards of the profession.

1.3     General Manager shall exercise management and control over all divisions of the District, and shall direct the operations and management thereof in accordance with the policies and directions of the Board and within the adopted budget approved by the Board of Directors. Duties include, but are not limited to, personnel management, including hiring, supervision, direction, discipline, promotion, demotion, and termination of employees of the District, subject to any applicable memorandum of understanding and to the direction, supervision and review by the Board of Directors, and in accordance with Board-established policies and state and federal law.

1.4     General Manager, or General Manager’s designee, will represent the District at conferences, conventions, hearings, administrative procedures, and in litigation and at settlement conferences as may be necessary to represent the District and to protect its interests.

1.5     General Manager acknowledges that there are no set hours or days of work for this position, and that she is responsible for and will be available to manage the affairs and business of the District.

**Section 2.     Term of the Agreement.**

2.1     General Manager’s employment is at will. It shall begin on June 1, 2021 (the “Effective Date”) and continue subject to the District’s right to terminate this Agreement and General Manager’s employment at any time pursuant to Section 3 of this Agreement.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of General Manager to resign at any time from General Manager's position with the District, subject only to the provisions set forth in this Agreement.

2.3 General Manager agrees to remain in the exclusive employment of the District during the term of this Agreement, and General Manager shall neither accept other employment nor become employed by any other person, business, or organization during the term of this Agreement. As used in this section, the term "employed" shall not be construed to include occasional teaching, writing, or consulting on General Manager's time off, which may be undertaken by General Manager with the express written consent of the Board of Directors.

**Section 3. Termination and Severance Pay.**

3.1 General Manager serves at the will and pleasure of the Board of Directors and may be terminated with or without cause at any time. Consequently, nothing in this Agreement shall in any way affect the Board of Directors' right to terminate the employment of General Manager and this Agreement on an at-will basis, with or without cause, at any time, as provided herein.

3.2 In the event General Manager is terminated without cause during the first year of this Agreement, District agrees to provide General Manager, in full settlement, a severance payment in the form of a lump sum cash payment equal to nine (9) months' salary. In the event General Manager is terminated without cause after the first year of this Agreement, District agrees to provide General Manager, in full settlement, a severance payment in the form of a lump sum cash payment equal to six (6) months' salary. The severance payment is in gross, does not constitute wages, and District shall report said payment on IRS Form 1099. Liability for income and other taxes applicable to the severance payment will be the sole responsibility of General Manager. In addition to the lump sum severance payment, in the event of a termination without cause, the Board of Directors shall also provide, at District expense, for continuance of General Manager's District health insurance benefits through COBRA for the same duration as severance (either nine (9) or six (6) months) from and after the date of termination or until General Manager finds other employment, whichever occurs first. Notwithstanding the foregoing, General Manager will not be terminated without cause within one hundred and twenty (120) days after any general District election.

3.3 In the event General Manager is terminated for cause, General Manager shall not be entitled to any severance pay or continued COBRA coverage from the District. Termination for cause is defined as termination for:

- (a) A willful breach of this Agreement;
- (b) Substantial or repeated neglect of duties required to be performed by the General Manager;
- (c) Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude;

(d) Refusal or failure to act in accordance with any lawful directives or orders of the Board of Directors; or

(e) Inability to perform the essential functions of the General Manager position with or without reasonable accommodation, due to physical or mental injury or illness for a period of ninety (90) consecutive calendar days.

3.4 In the event that General Manager is terminated for cause, General Manager will be presented with written notice of the basis for said cause signed by the Board President. Upon receipt of said written notice, General Manager, within five (5) business days, may request a hearing before the Board of Directors. The issue at the hearing shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that General Manager would not be entitled to any severance pay and benefits. Under no circumstances shall General Manager be entitled to reinstatement as a result of such hearing. The decision of the Board of Directors shall be final.

3.5 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of General Manager to resign at any time from General Manager's position with District, subject only to the provisions set forth in this Agreement. In the event General Manager resigns from the position with the District, General Manager shall provide the Board of Directors forty-five (45) days' notice in advance, unless the parties agree otherwise. In the event General Manager resigns, General Manager shall not be entitled to any severance pay or benefits as described in Section 3.2, but the Board of Directors shall pay General Manager for accrued vacation benefits and unused administrative leave.

**Section 4. Reimbursement of Severance.**

If the Agreement is terminated, with or without cause, any cash settlement related to the termination that General Manager may receive from the District shall be fully reimbursed to the District if General Manager is convicted of a crime involving an abuse of General Manager's position with the District.

**Section 5. Salary.**

Board of Directors agrees to pay General Manager for services rendered a base salary of Two Hundred and Fifty Thousand dollars (\$250,000.00) per year in installments at the same time as other employees of the District are paid, commencing on the Effective Date. The base salary will be increased by the amount of any cost of living (COLA) increase granted generally to District's department managers but no greater than the amount identified as COLA in the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations. In addition, General Manager's salary shall be reviewed annually at the time of General Manager's performance evaluation. Any salary change following conclusion of an evaluation is within the sole discretion of the Board of Directors and must be approved at the open session of a regular meeting of the Board of Directors. If the District reduces the base salary or any other financial benefit of the General Manager in a percentage that is greater than the average reduction of all managers, such action shall, in the discretion of General Manager, constitute a termination of this Agreement without cause and entitle General

Manager to the then-applicable severance, if elected in writing by General Manager within two weeks of the District's action to reduce. If General Manager does not timely elect in writing to consider such action a termination event, then General Manager will be deemed to have waived such right.

**Section 6. Expenses.**

District shall reimburse General Manager, within its budget and upon approval of the Board of Directors, for all actual and necessary expenses incurred in connection with the performance of General Manager's official duties. General Manager agrees to maintain and submit accurate records of all expenses for which reimbursement is claimed.

**Section 7. Benefits.**

7.1 Vacation. General Manager shall receive one hundred and sixty (160) hours of vacation leave annually, which may be accrued and utilized under the same terms and conditions applicable to District employees generally. Notice of vacation will be provided to the Board President and must be scheduled so as to not unreasonably disrupt the needs and operation of the District. On the Effective Date, General Manager will receive a one-time lump sum credit of eighty (80) hours of vacation time; General Manager's accrual rate for the balance of the first calendar year of General Manager's employment will be adjusted to not exceed accrual of one hundred and sixty (160) hours of vacation leave.

7.2 Administrative Leave. General Manager shall receive and may utilize administrative leave under terms consistent with that received by other managers of the District.

7.3 Retirement. The District currently provides for participation in the California Public Employees Retirement System (PERS). General Manager shall be eligible to participate consistent with PERS' terms and conditions, however, final compensation for purposes of PERS' retirement is determined by PERS and the District does not guarantee or warrant any amount.

7.4 Disability, Health, and Life Insurance. The District agrees to provide insurance policies covering medical, dental, life, and disability covering General Manager and General Manager's dependents consistent with such insurance as is provided to all management employees of the District. Policies and terms of coverage for management employees are subject to change from time-to-time following negotiations in accordance with law.

7.5 Dues, Subscription and License Fees. To the extent the District's approved annual budget designates sufficient funds for the purposes identified in this section, the District agrees to pay for the professional licenses, dues, and subscriptions, as necessary for General Manager's continued and full participation in national, state, regional, and local associations and organizations necessary and desirable for General Manager's continued professional participation, growth, and advancement, and for the good of the District.

7.6 Professional Development. To the extent the District's approved annual budget designates sufficient funds for the following purposes, the District agrees to pay registration fees and travel and subsistence expenses of General Manager for professional and official travel, meetings, and occasions as reasonably required to continue the professional development of General Manager, and to adequately pursue necessary official business and other functions for the District. Upon the prior approval of the Board of Directors, the District also agrees to pay for related tuition, fees, and travel and subsistence expenses of General Manager for educational degree programs, short courses, institutes, and seminars that are necessary for General Manager's professional development and consistent with the good of the District.

7.7 Other Leave. General Manager shall be provided with sick leave, holiday leave, bereavement leave, and other authorized leaves as are provided to other management employees of the District. Use and reporting of leave shall be done in accordance with District policy. On the Effective Date, General Manager will receive a one-time lump sum credit of forty (40) hours of sick leave; General Manager's sick leave accrual rate for the balance of the first calendar year of General Manager's employment will be adjusted to not exceed accrual of ninety-six (96) hours of sick leave.

7.8 Vehicle Allowance. The District shall provide General Manager with a monthly car allowance in the amount of Five Hundred Dollars (\$500.00).

7.9 Miscellaneous Benefits. General Manager shall be provided a District cell phone and a District laptop computer.

#### **Section 8. Performance Evaluation.**

General Manager shall initially be evaluated in writing no later than six months following the Effective Date. Thereafter, the Board of Directors shall review and evaluate the performance of General Manager at least once each year. Said evaluation shall take place within thirty (30) days prior to August 1 of each succeeding year. Said review and evaluation shall be conducted by the Board of Directors at a regular or special meeting. Evaluation criteria shall be developed by the Board of Directors in consultation with General Manager.

#### **Section 9. General Provisions.**

9.1 This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of General Manager by the District, and contains all of the covenants and agreements between the parties with respect to the employment of General Manager by the District.

9.2 Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

9.3 Any modification of this Agreement will be effective only if made in writing, approved by the Board of Directors, and signed by both General Manager and Board President.

9.4 This Agreement shall be governed by and construed in accordance with the law of the State of California.

9.5 This Agreement is not assignable by either party.

9.6 This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.7 This Agreement shall be construed as a whole, according to its fair meaning, and not in favor 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.

9.8 General Manager acknowledges that she has consulted legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement. It is understood by General Manager that should any dispute arise over the terms and conditions of this Agreement, the District's attorney shall represent the interests of the District, and General Manager waives any potential claim of conflict of interest against the District's attorney arising from the District's attorney conferring with General Manager on the terms hereof.

**GENERAL MANAGER**

By:   
Jennifer L. Hanson

**NEVADA IRRIGATION DISTRICT**

By: \_\_\_\_\_  
Chris Bierwagen, President  
Nevada Irrigation District Board of  
Directors

**APPROVED AS TO FORM:**

Minasian, Meith, Soares, Sexton & Cooper,  
LLP

By: \_\_\_\_\_  
Dustin C. Cooper  
General Counsel

# NEVADA IRRIGATION DISTRICT

## Job Description

Job Title:	General Manager	Reports To:	Board of Directors
Salary Range:	<a href="#">No Range - on Contract</a>	Approved by Board of Directors:	04/28/2021
FLSA Status:	Exempt	Unit:	<a href="#">Unrepresented - Management</a>
<p><i>Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <b>not</b> intended to reflect all duties performed within the job.</i></p>			

### **Definition**

The General Manager is appointed by the Board of Directors and serves as the District’s chief executive officer. Under policy guidance from the Board, the General Manager is responsible for providing leadership, management and supervision of the overall activities and operations of the Nevada Irrigation District (NID) to ensure that the customers/rate payers are provided high quality water in an efficient, economical, responsive and courteous manner, and that NID is a responsible steward of the watershed, sustaining it for future generations.

The General Manager is accountable for developing, implementing and executing short- and long-term plans, policies, budgets and strategies to accomplish the District’s mission, the outcomes of the Strategic Plan and other Board of Director priorities. The General Manager supervises the preparation of a strategic plan, other plans, policy items, budgets, and operational, organizational and fiscal reports for the Board’s consideration and approval. Coordinates the efficient and effective use of facilities, finances, personnel and equipment to achieve short- and long-term District goals and objectives and participates in Board of Directors and related meetings.

### **Supervision Received and Exercised**

Receives policy direction from the Board of Directors.

Exercises direct supervision over assigned management, supervisory, professional, technical and administrative support personnel.

### **Essential Functions Statements**

*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

1. Plan, organize and direct the operation of the District’s large complex operation, including water distribution system, hydroelectric operations, and recreation facilities in accordance with policies of the Board of Directors and in compliance with all applicable laws and regulations.
2. Personnel management, including hiring, supervision, direction, discipline, promotion, demotion, and termination of employees of the District, subject to any applicable memorandum of understanding and to the direction, supervision and review by the Board of Directors, and in accordance with Board-established policies and state and federal law.
3. Develop, maintain, and monitor District budgets with timely reporting and effective analysis of critical trends.



4. Direct the development of short and long-term operating and capital improvement budgets, rate setting proposals, and other fiscal reports.
5. Oversee the development of the District Strategic Plan, and other business plans and policy documents. Establish monitoring and reporting systems reflecting status and achievement of plan objectives.
6. Direct the development and implementation of the District's long-range capital improvement plan and provide executive oversight of major engineering and construction projects.
7. Analyze and make sound recommendations on complex management, financial and administrative issues.
8. Ensure that all District activities are planned and executed in the most strategic, cost-effective, and efficient manner possible.
9. Establish District-wide and individual performance goals and metrics required to achieve the District's mission and the execution of the Board priorities contained in the Strategic Plan.
10. Ensure that measurable performance standards and evaluation procedures are in place for all District staff through direct reports and department managers.
11. Ensure that written performance reviews are completed annually for all NID employees, including those in management positions as consistent with applicable employment or collective bargaining agreements.
12. Remain current in the field of management and apply new ideas as relevant.
13. Monitor and routinely report to the Board on District-wide achievement of plans, goals and objectives. Initiate corrective action in a timely manner, when necessary.
14. Provide leadership in developing a culture in the District that promotes respect, integrity, innovation, and excellence among all employees and with the public.
15. Establish and maintain effective working relationships with Board members, District managers, employees, other elected and appointed governmental officials, industry and business executives, professional and community groups, consultants, developers, media representatives, and members of the public.
16. Communicate effectively with the Board of Directors in a timely manner regarding critical and developing issues that pertain to the organization and operations of the District.
17. Communicate effectively with District employees, citizen groups, advisory bodies, and the public at large.
18. Effectively receive and act on criticism.
19. Execute the implementation and timely completion of Board approved policies and priorities.

20. Understand applicable water quality, public health, water rights laws and other federal, state and local laws, regulations, and policies applicable to irrigation districts with jurisdiction over water distribution, power generation, and recreation facilities.
21. Coordinate District activities with federal, state, and local public agencies and represent the District as required.
22. Oversee the District's labor negotiations and labor-management efforts.

## **Qualifications**

### **Knowledge and Abilities:**

- Plan, organize, coordinate and direct the work of staff to achieve efficient operations and meet District goals.
- Budget development, analysis and financial strategies.
- Short, medium, and long-range financial, strategic, operational, infrastructure and other planning applicable to an irrigation district.
- Regulatory and legal requirements of an irrigation district.
- Principles of leadership, supervision and business management.
- Engineering, construction, maintenance and contracting best practices.
- The functions and relationships of federal, state and local agencies with water, power and recreation operations.
- Principles of watershed management and their role in safeguarding a sustainable irrigation district.
- Interrelationship between water and land use decisions.
- Organization and functions of an elected Board of Directors.
- The Brown Act and other laws and regulations governing the conduct of public meetings.
- Social, political, and environmental issues influencing the development and implementation of District projects and programs.
- District personnel rules, policies and labor contract provisions.
- Principles and procedures of sound business communications.
- Technology related to water resource management, hydroelectric power systems, and business management.

### **Experience and Education Guidelines**

*Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

#### **Experience:**

- Minimum of 10 years of experience at a senior level in public management with at least five years as a chief executive or assistant chief executive.
- Significant expertise and competence in public financing, financial management, long-range planning and implementation relevant to a large complex public water and power utility.

- Experience is in the management of a municipal water-power agency, or a closely related public utility, plus familiarity with water quality, hydroelectric operations, recreation facilities, project management, engineering and contracting, environmental compliance, and watershed and natural resource management.
- Knowledge of water use efficiency concepts and tools and familiarity with California laws relating to water right and irrigation districts.

Education:

Bachelor of Science degree in Engineering, Public Administration, Business Administration or a related field.

License and Certificate:

Possession of a valid California driver's license.

**Working Conditions**

Environmental Conditions:

Work is normally performed in a temperature controlled office environment subject to typical office noise. Conditions include attendance at evening meetings and irregular hours as necessary to meet deadlines and achieve objectives as well as periodic travel.

Physical Conditions:

Essential functions may require maintaining physical condition necessary to sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 25 pounds or less.

Mental Conditions:

Essential functions may require maintaining mental condition necessary to analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various personnel rules; explain and interpret policy; handle conflict.