



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 Jackson Road, Rancho Murieta, CA 95683

Office - 916-354-3700 \* Fax - 916-354-2082

### PERSONNEL COMMITTEE

*(Director Linda Butler)*

Regular Meeting

November 13, 2025, at 9:00 a.m.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

### AGENDA

#### 1. Call to Order

#### 2. Comments from the Public

*If you wish to speak during Comments from the Public or would like to comment regarding an item appearing on the meeting agenda, please complete a public comment card and submit to the Board Secretary prior to Public Comments.*

#### 3. *Discussion Item* General Manager Position

- a. Position Preferences
- b. Job Description: complete review and rewrite
- c. Hiring Process/Options
  1. CSDA, Indeed, LinkedIn, Recruiter

#### 4. *Discussion Item* HR to Go Oversight

#### 5. Directors & Staff Comments/Suggestions

#### 6. Adjournment

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 24 hours prior to a special meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

In compliance with the Americans with Disabilities Act and Executive Order No. N-29-20, if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this teleconference meeting, please contact the District Office at 916-354-3700 or [dfleet@rmcsd.com](mailto:dfleet@rmcsd.com). Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. This Agenda was posted on November 6, 2025, at the District Office at 4:55 p.m.

## **Personnel Committee Meeting 11-13-2025**

Opening Statement: This is an important time in the Rancho Murieta District. We have an opportunity to develop a General Manager position that will acknowledge issues from the past and meet the needs of the District now and in the future.

### A. Position Preferences:

- Willingness to make a long term commitment to the District, 5-8 years.
- Someone with management experience. If possible knowledge of/ or experience in a CSD agency.
- Willingness to acquire knowledge of the District/Community, current and historical.
- Willingness to work collaboratively with Staff and Board.
- A commitment to resolving issues and problems for the benefit of the community.
- An understanding that this position does not facilitate remote work.
- Someone who will understand and observe the policies of the District.

B. Job Description: A complete review and rewrite of the current job description, specifically with the above qualifications in mind.

- Who will do it?
- Require a contract and background and reference check
- Job duties – Different than the job description

### C. Hiring Process:

- Do we want to attempt to do this on our own using CSDA, Indeed, LinkedIn, GovernmentJobs, and other available State resources?
- Thru a recruiter- Not the one we've used in the past.
- A combination of both?

**HR TO GO TO PROVIDE GUIDANCE, OVERSIGHT, LEGAL ADVICE etc.- will they write the actual job description?**

West's Annotated California Codes

Government Code (Refs & Annos)

Title 6. Districts (Refs & Annos)

Division 3. Community Services Districts (Refs & Annos)

Part 2. Internal Organization (Refs & Annos)

Chapter 4. District Officers (Refs & Annos)

West's Ann.Cal.Gov.Code § 61051

§ 61051. General manager's duties

Currentness

The general manager shall be responsible for all of the following:

- (a) The implementation of the policies established by the board of directors for the operation of the district.
- (b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.
- (c) The supervision of the district's facilities and services.
- (d) The supervision of the district's finances.

**Credits**

(Added by Stats.2005, c. 249 (S.B.135), § 3.)

West's Ann. Cal. Gov. Code § 61051, CA GOVT § 61051

Current with urgency legislation through Ch. 764 of 2025 Reg.Sess., and Governor's Reorganization Plan No. 1 of 2025. Some statute sections may be more current, see credits for details.

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End of Document

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# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## GENERAL MANAGER

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DEPARTMENT: ADMINISTRATION

FLSA OVERTIME STATUS: EXEMPT

BARGAINING UNIT: N/A

APPROVED BY BOARD OF DIRECTORS -08/15/2018

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**SUMMARY:** In charge of the administrative, legal, engineering, operations, and financial activities of the District; represent the Board's policies and programs with employees, community organizations, and the general public; review budget requests and make recommendations to the Board on final expenditure levels; responsible for employer-employee relations; responsible for development, maintenance, and improvement of District facilities and services; and perform other related duties as required. Interact with county/state/federal agencies to achieve District objectives.

**SUPERVISION:** Under administrative direction of the Board of Directors. Direct supervision to department heads.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Serves as chief executive officer for the District; sets vision and implements long range Board established goals for District;
- provides advice and consultation on the development and operation of District services, functions, and policies;
- oversees the preparation of the annual budget, making recommendations to the Board on final expenditure levels; reviews and approves purchase order and budget requests;
- coordinates the preparation of the agenda for Board of Directors' meetings.
- conducts a variety of special studies and surveys to determine effectiveness of District programs and services; maintains continuous awareness of administrative practices and recommends changes which increase the efficiency and economy of District operations and services;
- represents the Board's policies and programs with employees, community representatives, developers, and other government agencies;

- oversees the development and administration of capital improvement budgets and plans;
- directs personnel matters, including employment procedures, grievances, affirmative action, and employer-employee relations; oversees negotiations with bargaining groups;
- negotiates leases, agreements, and contracts; oversees and directs legal counsel;
- coordinates District engineering functions; confers with developers and contractors as necessary; serves as District representative with other public agencies.
- maintains media and public relations;
- Manage day to day operations of the District.

**QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Ability to plan, organize, direct, communicate, coordinate, and supervise the functions and activities of the organization to achieve efficient operations and meet service goals. Exercise leadership, authority, and management tactfully and effectively. Prepare and administer District budgeting and fiscal control processes. Collect and analyze data on a variety of topics, including compensation and other utility billing rates. Effectively organize and carry out public and media relations. Coordinate the preparation of Board agendas. Administer personnel and employer-employee relations programs. Oversee the development and improvement of District facilities and services. Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, policies, and programs. Prepare comprehensive technical reports and recommendations. Effectively represent and implement District policies, programs, and services with employees, contractors, representatives of other agencies, and the public. Establish and maintain cooperative working relationships.

**EDUCATION AND/OR EXPERIENCE:**

Minimum Education: Undergraduate degree from an accredited four (4) year college or university with a major in Business Administration, Public Administration, Engineering or a closely related field.

Five (5) years of broad and extensive work experience in a management or administrative position in a private or public utility agency. Background should include responsibility for formulation and implementation of programs, budgets and administrative operations.

**LICENSE AND/OR CERTIFICATES:**

Possession of the category of California Driver's license required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards are a condition of continuing employment.

Possession of or obtain within 12 months of hire, National Incident Management System (NIMS) IS 100,200 and 700 training.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand, walk, stoop, kneel, or crouch.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

**COMMENTS:**

Appointments to this position are made in accordance with California Government Code section 61240.

**Rancho Murieta Community Services District  
Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Rancho Murieta Community Services District, a local government agency (“District”), and HRtoGO, an LLC (“Contractor”), who agree as follows:

**1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

**2 Payment**

2.1 District shall pay to Contractor a fee based on *[check one]*:

Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$ 3,350 per month. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by District. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, payment due, and an itemization of any reimbursable expenditures. District shall pay the invoice within 15 days of its receipt.

**3 Term**

3.1 This Agreement shall take effect on the above date and continue in effect for 12 months. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by District for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by District upon 30 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost

profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 The following individuals are designated as key personnel and are considered to be essential to the successful performance of the work as described in Exhibit A, hereby incorporated: **Kimberly Zamzow, PHR; and Shelby Palmer**. Contractor agrees that these individuals may not be removed from the Work or replaced without compliance with the following sections:

4.2.1 If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, Contractor shall immediately notify District and shall, subject to District's concurrence, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

4.2.2 Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by District to evaluate the proposed substitution. District shall evaluate Contractor's request and District shall promptly notify Contractor of its decision in writing.

#### **5 Conflict of Interest**

5.1 Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Contractor will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Contractor possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with District. District shall at all times retain responsibility for public

contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

## **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

## **7 Finder's Fee**

7.1 During the term of this Agreement, and for six months after the expiration of the initial consulting agreement and renewal periods, the District agrees that it will pay a finder's fee to Consultant if:

7.2 Client or any of its personnel retains or attempts to retain, directly or indirectly, for itself or for another party, the services of one of consultants or employees to which the District has been introduced or has received information regarding such person through Consultant; and;

7.3 A Consultant or employee shall be deemed retained by the District without regard to who initiated contact or his or her status as an employee, independent contractor, partner or otherwise.

7.4 The amount of the finder's fee shall be Thirty-Five Thousand Dollars (\$35,000.00) per employee or consultant retained by the District.

## **8 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare

derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without District's prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **9 Confidentiality of Information**

9.1 Contractor shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by the District or created by Contractor in connection with the performance of the Work under this Agreement (the "Confidential Material"). Contractor shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by District or required by law. Contractor also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by District, unless required by law. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.

9.2 Contractor, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall Contractor, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the District or by order of a court or regulatory entity with jurisdiction over the matter. Contractor, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, District policies and directives, and best industry security practices and standards.

9.3 If any person or entity, other than District or Contractor, requests or demands, by subpoena, discovery request, California Public Records Act request or otherwise, Confidential Material or its contents, the party to whom the request is made will immediately notify the other party, so that the parties may collectively consider appropriate steps to

protect the disclosure of those materials. The parties agree to take all steps reasonably necessary to preserve the confidential and privileged nature of the Confidential Material and its content. In the event that the parties cannot agree whether to oppose or comply with a disclosure demand, the opposing party may oppose the demand at its sole cost and expense, in which event the party favoring disclosure will refrain from disclosing the demanded Confidential Material until such time as a final agreement regarding disclosure is reached or, if an agreement is not reached, a judicial determination is made concerning the demand.

9.4 Unless otherwise directed in writing by the District, upon contract completion or termination, Contractor must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to the District that such materials have been destroyed.

**10 Compliance with Laws**

Intentionally Omitted

**11 Indemnification.**

11.1 Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of District or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement. Under no circumstances shall Contractor be liable for any loss of business, revenue or profits or for incidental, consequential, special or punitive damages.

11.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

**12 Insurance**

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)

		including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

12.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

12.2 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of District for the Work performed by Contractor.

12.3 Proof of Insurance. Upon request, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 13 General Provisions

13.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

13.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

13.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without District's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to District in the manner provided in section 11 of this Agreement.

13.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

13.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

13.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

13.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

13.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

District:

Rancho Murieta Community Services District

Attn: Amelia Wilder

Rancho Murieta Community Services District, 15160 Jackson Road, Rancho Murieta, CA 95683

E-mail: awilder@rmcsd.com

Contractor:

GRtoGO

Attn: Cory Prott, CEO

E-mail: cory@HRtoGo.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

13.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California’s Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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**Rancho Murieta Community Services District:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*Eric Houston, Director of Operations*

**HRtoGO, LLC:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Cory Prott, CEO**



## Attached as Exhibit “A” to Agreement with Rancho Murieta Community Service District

HRtoGO Will Provide HR Consulting Services to **Rancho Murieta Community Service District** as follows:

### **Option Two: Full Service for Rancho Murieta CSD Combined Union & Non-Union Environment**

- Review/update/create your current Employee Handbook to incorporate recent laws and court decisions.
- Conduct one virtual employee handbook roll-out meeting to include introduction and overview of the employee handbook and harassment training for current employees.
- Update handbook for new laws and changes following the handbook roll-out as needed.
- Review and update documents and forms for addressing personnel issues and legal compliance for optimum business management for each phase of the employment relationship.
- Provide coaching and consultation to managers in dealing with employee disputes.
- Update new hire and termination packets with all required forms and brochures.
- Review of wage and hour practices for compliance. Assistance with any corrections needed.
- Human Resources Advisory Consulting Services:
  - Provide one-year **unlimited** Human Resources advisory services via phone, email or fax on an as needed basis available Monday through Friday, 8-5.
  - Provide consulting assistance to the management team on employee performance, discipline and other HR issues as they arise; provide coaching to managers and staff to improve performance and morale.
  - Terminations: Analyze and evaluate employee terminations (voluntary and involuntary) with an eye toward litigation prevention. Provide consultation and guidance on how to best proceed.
- Safety and Risk Management Services:
  - Customized written Injury and Illness Prevention Program (OSHA requirement) – includes instruction for implementation by the Responsible Safety Officer.
  - Unlimited Safety/OSHA Advisory Support (Mon-Fri 8-5)
  - Safety Newsletter (digital edition)
  - Workplace Violence Prevention Plan review for compliance, assistance with any corrections needed + annual training (virtual delivery of one annual training)
- Review and revise your current Employee Handbook to incorporate recent laws and court decisions. This includes consolidating three documents (current handbook, paid for performance manual and HR manual) into one single source of truth.
- Conduct virtual employee handbook roll-out meeting to include overview of the employee handbook.
- Update handbook for new laws and changes following the handbook roll-out as needed.
- Provide harassment and discrimination prevention training for all employees, including written material and quizzes as part of the employee handbook. Training will be provided up to 2 times per year.
- Manage and respond to all EDD unemployment claims to help control SUTA rates.
- Write/update legally compliant job descriptions for key positions; includes review of exempt and non-exempt status to ensure the positions are classified correctly based on State and Federal regulations as well as compliance with ADA, FLSA, and OSHA regulations.
- Performance management and performance review development to include performance management forms, documentation, review and feedback on performance documentation, and collaboration with managers on delivery of reviews and performance documentation with personnel.
- Pay transparency review and guidance (CA pay transparency laws went into effect 1/1/2023). Includes salary surveys, assistance with establishing pay ranges for each role, and review for pay equity.



- Audit, Organize & assemble personnel files to ensure items are filed correctly.
  - Conduct an annual audit of all personnel files.
- Oversee harassment claims and assist with investigations; up to 6 hours in any one month.
- Develop procedures, documents and administer employee leaves based on state laws including, Pregnancy Disability Leave, FMLA, Workers' Comp Leave, as well as Americans with Disabilities Act (ADA) and the interactive process and reasonable accommodation. Train managers on how to engage in interactive process requirements as necessary.
  - Advise on, track and help facilitate employee leaves of absence.
- Progressive Discipline and employee documentation support to include:
  - Review of documentation produced and deliver feedback, Training for all supervisors/managers on key elements and specific language needed within performance documentation, Review term process.
- Facilitate/participate in virtual employee counseling and termination meetings as necessary.
- New hire onboarding assistance and collaboration (conduct virtual orientation, offer letters, review of new hire document) and employee separation support (includes participation in separations via phone or zoom).
- Background checks and pre-employment assessments (pass through).
- Provide quarterly online/live stream HR training sessions for supervisors/managers as requested + unlimited seats to our monthly HR webinars that cover a variety of HR hot topics.
- Conduct scheduled, virtual check in meetings to discuss HR progress & priorities on a bi-weekly basis.
- Responding to government complaints from Civil Rights Department, DOL, OSHA, depositions and hearings, etc., up to 6 hours of work in any one month.
- Upload completed documentation into electronic employee files within Paychex once setup.

**TOTAL COST**      25-49 employees:      \$3,350.00 per month for 12 or more months

Initial payment due at contract signing. Fee structure will be adjusted based on the number of employees. Payment may be made by ACH, EFT or Credit Card. **NOTE:** Additional work that is outside the scope of this contract is available at the rate of \$250.00 per hour or on a project basis. The advisory service provides an explanation and clarification of laws confronting California employers, not legal advice on specific situations.