

Keith Hadick, President (Division 3)
Randy Sharer, Vice President (Division 7)
Casey Conrad, Treasurer (Division 6)
Andrew Adam, Secretary (Division 2)
Ramon Elias, Director (Division 1)
Gerald Mahoney, Director (Division 4)
Vacant, Director (Division 5)



**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS**

**SPECIAL MEETING
Thursday, December 5, 2024
6:00 p.m.**

2255 S. Broadway, Ste. 8E, Santa Maria, California

Members of the Public may also join the meeting via Zoom:

<https://us06web.zoom.us/j/83269138110?pwd=IndPOgJd8LGr9o9nwtLM1DPSEjplnO.1>

Meeting ID: 832 6913 8110 | Passcode: 276128

One tap mobile: +16694449171,,83269138110#,,, *276128# US

AGENDA

1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

2. PUBLIC COMMENT

*Members of the public may address the Board on any subject within the jurisdiction of the Board and which is **not** on the agenda for Regular Meetings or that **is** on the agenda for Special Meetings. The public is encouraged to work through District staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to five (5) minutes.*

3. APPROVAL OF AGENDA

Recommended Action: Motion to approve Agenda as published.

4. DISCUSSION OF STAFFING MATTERS

- a. **Agreements with Excel Personnel Services to recruit for three positions as needed (one administrative, two dam tender positions)**

Recommended Action: Consider motion to approve agreements with Excel Personnel Services for up to three positions

- b. **Job Descriptions for Dam Tender positions (full-time, part-time) and Office Assistant**

Recommended Action: Review and approve job descriptions for Dam Tender and Office Assistant positions

5. DISCUSSION OF DISTRICT COMMITTEE STRUCTURE

Recommended Action: This item is for discussion only; no action requested at this time.

6. ADJOURNMENT

Upon request, agendas can be made available in appropriate alternative formats to persons with disabilities, as required by section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to observe and participate in a meeting should direct such a request to the District Office at (805) 925-5212 at least 48 hours before the meeting, if possible.

POSTED/PUBLISHED:

December 4, 2024

STAFF REPORT

TO: SMVWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: December 5, 2024
RE: Staffing Matters

A. Agreements with Excel Personnel Services to recruit for three positions as needed (one administrative; two dam tender positions)

In September, the District Board of Directors held a special workshop to discuss staffing needs and positions to be filled. The consensus was that the District should seek a full-time dam tender and a part-time dam tender to provide complete coverage for dam and reservoir monitoring and maintenance, and an administrative office assistant to work in the District Office on a regular part-time basis.

To assist in filling those positions, staff has contacted Excel Personnel Services, a local staffing agency that can provide personnel on a temporary, temporary-to-permanent or direct hire basis. Fees are based on the type of hire and on the salary of the employee that is placed, and fees are only incurred once an employee is placed. Excel will advertise and recruit for the District's positions and also performs background checks. It will serve as the employer unless and/or until the District decides to directly hire an individual.

Recommendation:

That the Board consider approval of any or all of the agreements with Excel Personnel Services to assist in filling the positions of Dam Tenders (full and part time) and Office Assistant.

Attachments:

- Agreements with Excel Personnel Services (Dam Tender full and part time, Office Assistant)

B. Job Descriptions for Dam Tender and Office Assistant Positions

Based on previous District job descriptions as well as on Board input from the September workshop, staff has revised the job descriptions for the Dam Tender I and II positions (full-time and part-time) and for the Office Assistant position (formerly called "District Secretary").

Recommendation:

The Board should review, edit and approve the revised job descriptions for the Dam Tender I and II positions and the Office Assistant position, and authorize the General Manager to work with the ad hoc Personnel committee and Excel Personnel Services to fill the positions.

Attachments:

- Dam Tender I and II job description
- Office Assistant job description

EXCEL CLIENT SERVICES AGREEMENT

EXCEL'S RESPONSIBILITY: Maintaining personnel and payroll records for employee placements to CLIENT made by Excel; calculating and paying wages; withholding and remitting payroll taxes and other government-mandated charges (including worker's compensation); hiring, assigning, reassigning, counseling, disciplining, and discharging employees; handling employee work-related claims and complaints. Excel's liability for any issues arising from its performance is limited to the value of the payroll for any Excel employee for which such issues arise.

Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, provide general safety training to Assigned Employees in a language that the Assigned Employees understand, and confirm that Client has provided site-specific safety and health training and safety and personal protective equipment (PPE) required by the Occupational Safety and Health Act of 1970, applicable state and local laws and regulations, as well as any work rules of CLIENT.

In addition to STAFFING FIRM'S duties and responsibilities, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT'S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

Guarantee: If CLIENT is not satisfied with our assigned Employee within the first four hours, a replacement will be sent out, and CLIENT will not be charged for the four hours worked by the unsuccessful employee. CLIENT must notify EXCEL within the first four hours of work.

Billing: EXCEL will bill CLIENT at agreed upon Bill Rate. Invoices will be emailed or mailed weekly. The Bill Rate referenced in this Client Services Agreement includes the costs for EXCEL employee payroll, payroll taxes, workers' compensation insurance and processing costs associated with employee payroll. In, addition, if employee earns state-mandated sick time while working at CLIENT, EXCEL shall bill CLIENT for any such sick time used by employee at the employee's regular rate of pay. CLIENT agrees to pay Excel within fifteen (15) days of receipt of invoicing. Invoices paid after such date shall bear interest at the highest legal rate of interest.

CLIENT'S RESPONSIBILITY:

Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's

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Santa Maria Valley Water Conservation District – Full-Time Dam Tender

express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as

- (i) provide Assigned Employees with appropriate safety and training information in a language Assigned Employees can understand and Personal Protective Equipment (PPE), including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE;
- (ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions—in a language Assigned Employees can understand, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
- (iii) within twenty-four (24) hours of training, provide STAFFING FIRM with documentation establishing that such site-specific safety and job training was conducted and what subject matters were covered;
- (iv) record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Assigned Employees and comply with all other OSHA recordkeeping responsibilities applicable to the Assigned Employees in the same manner as its own employees;
- (v) provide adequate notice to Assigned Employees and STAFFING FIRM of any unsafe conditions or potential hazards at the workplace;
- (vi) maintain all Safety Data Sheet documentation required by federal and state laws;
- (vii) refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required personal protective equipment;
- (viii) respond within a reasonable time to STAFFING FIRM's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by STAFFING FIRM prior to and during Assigned Employees' assignments;
- (ix) notify STAFFING FIRM immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide STAFFING FIRM with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
- (x) maintain the following safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at STAFFING FIRM'S discretion, applicable to Assigned Employees:

Santa Maria Valley Water Conservation District – Full-Time Dam Tender

Safety/Health Program	29 CFR Standard
Bloodborne pathogens	1910.1030
Hearing conservation	1910.95
Hazard communication	1910.1200
Respiratory protection	1910.134
Powered industrial vehicles	1910.178
Control of hazardous energy	1910.147
Emergency action plan	1910.157
Job specific tasks	29 U.S.C. 654 (a)

- (xi) Effective July 1, 2024, pursuant to California Labor Code Section 6401.9, the CLIENT agrees to assume full responsibility for ensuring that all temporary employees provided by Excel receive the requisite workplace violence prevention training as mandated by the new legislation. The CLIENT acknowledges this training is required for compliance with California law and agrees to provide said training within a timely manner, as consistent with Labor Code 6401.9. CLIENT further agrees to indemnify and hold harmless Excel from any and all claims, damages, fines, or penalties arising from the CLIENT’s failure to comply with this training mandate.

and

- (xii) notify STAFFING FIRM immediately of any OSHA inspection or request for information by OSHA.

Not change Assigned Employees’ job duties or work site without STAFFING FIRM’s express prior written approval; and

Exclude Assigned Employees from CLIENT’s benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees’ compensation or benefits.

Meal Break: CLIENT must provide a meal break to every assigned Employee of at least one half-hour for every work period of more than five hours. However, if six hours of work will complete the day’s work, the assigned Employee may voluntarily choose not to take the meal break. The meal break must start before completing 5 hours of work; the assigned Employee must be relieved of all duty during the meal break; and must be free to leave the premises. If an assigned Employee works over 6 hours and a meal break is not taken, CLIENT will be billed one additional hour for each workday a meal break is not provided. If an assigned Employee works at least 10 hours Employee is entitled to a second meal break. If the assigned Employee works more than 12 hours the assigned Employee must be provided a second meal break.

Rest Breaks: CLIENT must provide rest breaks of not less than 10 consecutive minutes for each four hours worked, or any major fraction of four hours (over 2 hours) occurring as near as possible to the middle of the work period.

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Santa Maria Valley Water Conservation District – Full-Time Dam Tender

Job Description: CLIENT will provide EXCEL with a written job description specifying job duties for assigned Employee. Any changes in the Job Description should immediately be reported in writing to EXCEL from CLIENT.

Discrimination/Harassment: CLIENT will notify EXCEL immediately in the event of a discrimination or sexual harassment complaint involving an EXCEL employee. CLIENT acknowledges that CLIENT'S management and supervisory employees control an EXCEL employee's work environment.

INDEMNIFICATION: To the extent permitted by law, CLIENT agrees to defend, indemnify, and hold EXCEL harmless against any and all claims, losses, or liabilities that EXCEL incurs (including its reasonable attorney's fees and costs) that are proximately caused by the fault, negligence, gross negligence, or recklessness of CLIENT or CLIENT'S officers, supervisors, employees, or authorized agents, or that may arise from CLIENT'S breach of this Agreement, or that arise from risks inherent in CLIENT'S business.

EXCEL agrees to defend, indemnify, and hold CLIENT harmless from any claims, losses, or liabilities CLIENT incurs (including its reasonable attorney's fees and costs) that are proximately caused by the fault, negligence, gross negligence, or recklessness of EXCEL arising from a breach of this Agreement. Excel cannot accept any liability if any loss, damage, expenses, or delays resulting from any failure to provide staff for all or part of the period of the temporary assignment.

HIRING OPTIONS:

Temp to Hire: Please contact EXCEL if you wish to convert the temporary employee to your payroll. You may, after 640 hours worked by the employee, hire the temporary employee at no additional fee. If you wish to hire the temporary employee on your payroll prior to 640 hours, EXCEL will prorate the direct hire placement fee.

Direct Hire: In the event of a Direct Hire, CLIENT shall pay a placement fee 20% of the employee's annual compensation (hourly rate multiplied by 2080 hours) unless otherwise stated. Placement shall occur on the date employee is hired by CLIENT. EXCEL provides a 30-day guarantee for the following: We will replace the employee in the event that the employee hired through our service terminates within 30 days, or is terminated from his or her position of employment within 30 days, provided that the CLIENT notifies us, in writing, all of the facts relating to the termination of the employment within 5 business days after the termination. This guarantee is not applicable in the event that the employment is terminated because the CLIENT has insufficient work for the employee.

Conversion or Direct Placement fees are billed separately and are due and payable Net 30 days from the Conversion or Direct Placement date. Invoices paid after such date shall bear interest at the maximum legal rate of interest. No employee may be converted if CLIENT'S account balance is past due.

Payroll Employee: A payroll employee means we did not recruit this employee and that the employee was referred to EXCEL from CLIENT. When EXCEL is providing payroll services to

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Santa Maria Valley Water Conservation District – Full-Time Dam Tender

CLIENT for such an employee, then CLIENT is not required to keep the Payroll Employee on EXCEL'S payroll for the 640 hours; there will be no minimum amount of hours required. EXCEL will still perform its due diligence and screen a payroll employee including, but not limited to background checks, reference checks, drug screening and handling all personnel matters. EXCEL has the right to not hire a payroll employee.

Termination: Either CLIENT or EXCEL may terminate this Agreement for any reason on 30 days' written notice, or immediately in writing by EXCEL based on non-payment by CLIENT of the amounts set forth in this Agreement.

No Payroll Transfer: CLIENT agrees not to directly or indirectly employ or engage as an independent contractor any assigned Employee of EXCEL during the term of this Agreement and for a period of 120 days thereafter without prior written consent from EXCEL. If CLIENT violates this paragraph, CLIENT agrees to pay to EXCEL a fee in the amount of 20% of the assigned Employee's annualized compensation, or \$2,000.00, whichever figure is higher.

Assigned Employees Name and Job Title: TBD – Full-Time Dam Tender

Hourly Bill Rate: 60% mark-up (on employee's hourly pay rate)

Acceptance of Terms: Your acceptance of employee referrals from EXCEL shall be conclusive evidence of your acceptance of our service fee, terms and conditions, unless we have signed a written modification. If collection action is necessary, you agree to pay all the expenses thereof, including reasonable costs and attorney's fees. You consent to the exclusive jurisdiction of the courts of Santa Barbara County and that California law shall govern our relationship.

This Agreement remains open for 30 days from the date of proposal below. If proposal is not accepted within this 30-day time period, EXCEL has the right to modify or rescind.

Santa Maria Valley Water Conservation District Excel Personnel Services

Print Name (CLIENT)

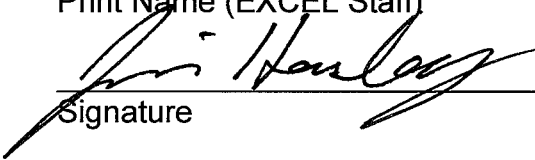
Signature

Title

Date

Jim Hensley

Print Name (EXCEL Staff)



Signature

Business Development Manager

Title

11/25/2024

Date

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Santa Maria Valley Water Conservation District – Part-Time Dam Tender

express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as

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Santa Maria Valley Water Conservation District – Part-Time Dam Tender

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Santa Maria Valley Water Conservation District – Part-Time Dam Tender

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HIRING OPTIONS:

Temp to Hire: Please contact EXCEL if you wish to convert the temporary employee to your payroll. You may, after 520 hours worked by the employee, hire the temporary employee at no additional fee. If you wish to hire the temporary employee on your payroll prior to 520 hours, EXCEL will prorate the direct hire placement fee.

Direct Hire: In the event of a Direct Hire, CLIENT shall pay a placement fee 20% of the employee’s annual compensation (hourly rate multiplied by 2080 hours) unless otherwise stated. Placement shall occur on the date employee is hired by CLIENT. EXCEL provides a 30-day guarantee for the following: We will replace the employee in the event that the employee hired through our service terminates within 30 days, or is terminated from his or her position of employment within 30 days, provided that the CLIENT notifies us, in writing, all of the facts relating to the termination of the employment within 5 business days after the termination. This guarantee is not applicable in the event that the employment is terminated because the CLIENT has insufficient work for the employee.

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Santa Maria Valley Water Conservation District – Part-Time Dam Tender

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Assigned Employees Name and Job Title: TBD – Part-Time Dam Tender

Hourly Bill Rate: 60% mark-up (on employee’s hourly pay rate)

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Santa Maria Valley Water Conservation District Excel Personnel Services

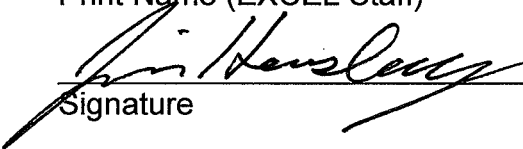
Print Name (CLIENT)

Signature

Title

Date

Jim Hensley

Print Name (EXCEL Staff)


Signature

Business Development Manager

Title

11/25/2024

Date

EXCEL CLIENT SERVICES AGREEMENT

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Billing: EXCEL will bill CLIENT at agreed upon Bill Rate. Invoices will be emailed or mailed weekly. The Bill Rate referenced in this Client Services Agreement includes the costs for EXCEL employee payroll, payroll taxes, workers' compensation insurance and processing costs associated with employee payroll. In, addition, if employee earns state-mandated sick time while working at CLIENT, EXCEL shall bill CLIENT for any such sick time used by employee at the employee's regular rate of pay. CLIENT agrees to pay Excel within fifteen (15) days of receipt of invoicing. Invoices paid after such date shall bear interest at the highest legal rate of interest.

CLIENT'S RESPONSIBILITY:

Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's

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express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as

- (i) provide Assigned Employees with appropriate safety and training information in a language Assigned Employees can understand and Personal Protective Equipment (PPE), including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE;
- (ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions—in a language Assigned Employees can understand, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
- (iii) within twenty-four (24) hours of training, provide STAFFING FIRM with documentation establishing that such site-specific safety and job training was conducted and what subject matters were covered;
- (iv) record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Assigned Employees and comply with all other OSHA recordkeeping responsibilities applicable to the Assigned Employees in the same manner as its own employees;
- (v) provide adequate notice to Assigned Employees and STAFFING FIRM of any unsafe conditions or potential hazards at the workplace;
- (vi) maintain all Safety Data Sheet documentation required by federal and state laws;
- (vii) refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required personal protective equipment;
- (viii) respond within a reasonable time to STAFFING FIRM's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by STAFFING FIRM prior to and during Assigned Employees' assignments;
- (ix) notify STAFFING FIRM immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide STAFFING FIRM with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
- (x) maintain the following safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at STAFFING FIRM'S discretion, applicable to Assigned Employees:

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Safety/Health Program	29 CFR Standard
Bloodborne pathogens	1910.1030
Hearing conservation	1910.95
Hazard communication	1910.1200
Respiratory protection	1910.134
Powered industrial vehicles	1910.178
Control of hazardous energy	1910.147
Emergency action plan	1910.157
Job specific tasks	29 U.S.C. 654 (a)

- (xi) Effective July 1, 2024, pursuant to California Labor Code Section 6401.9, the CLIENT agrees to assume full responsibility for ensuring that all temporary employees provided by Excel receive the requisite workplace violence prevention training as mandated by the new legislation. The CLIENT acknowledges this training is required for compliance with California law and agrees to provide said training within a timely manner, as consistent with Labor Code 6401.9. CLIENT further agrees to indemnify and hold harmless Excel from any and all claims, damages, fines, or penalties arising from the CLIENT’s failure to comply with this training mandate.

and

- (xii) notify STAFFING FIRM immediately of any OSHA inspection or request for information by OSHA.

Not change Assigned Employees’ job duties or work site without STAFFING FIRM’s express prior written approval; and

Exclude Assigned Employees from CLIENT’s benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees’ compensation or benefits.

Meal Break: CLIENT must provide a meal break to every assigned Employee of at least one half-hour for every work period of more than five hours. However, if six hours of work will complete the day’s work, the assigned Employee may voluntarily choose not to take the meal break. The meal break must start before completing 5 hours of work; the assigned Employee must be relieved of all duty during the meal break; and must be free to leave the premises. If an assigned Employee works over 6 hours and a meal break is not taken, CLIENT will be billed one additional hour for each workday a meal break is not provided. If an assigned Employee works at least 10 hours Employee is entitled to a second meal break. If the assigned Employee works more than 12 hours the assigned Employee must be provided a second meal break.

Rest Breaks: CLIENT must provide rest breaks of not less than 10 consecutive minutes for each four hours worked, or any major fraction of four hours (over 2 hours) occurring as near as possible to the middle of the work period.

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Job Description: CLIENT will provide EXCEL with a written job description specifying job duties for assigned Employee. Any changes in the Job Description should immediately be reported in writing to EXCEL from CLIENT.

Discrimination/Harassment: CLIENT will notify EXCEL immediately in the event of a discrimination or sexual harassment complaint involving an EXCEL employee. CLIENT acknowledges that CLIENT'S management and supervisory employees control an EXCEL employee's work environment.

INDEMNIFICATION: To the extent permitted by law, CLIENT agrees to defend, indemnify, and hold EXCEL harmless against any and all claims, losses, or liabilities that EXCEL incurs (including its reasonable attorney's fees and costs) that are proximately caused by the fault, negligence, gross negligence, or recklessness of CLIENT or CLIENT'S officers, supervisors, employees, or authorized agents, or that may arise from CLIENT'S breach of this Agreement, or that arise from risks inherent in CLIENT'S business.

EXCEL agrees to defend, indemnify, and hold CLIENT harmless from any claims, losses, or liabilities CLIENT incurs (including its reasonable attorney's fees and costs) that are proximately caused by the fault, negligence, gross negligence, or recklessness of EXCEL arising from a breach of this Agreement. Excel cannot accept any liability if any loss, damage, expenses, or delays resulting from any failure to provide staff for all or part of the period of the temporary assignment.

HIRING OPTIONS:

Temp to Hire: Please contact EXCEL if you wish to convert the temporary employee to your payroll. You may, after 520 hours worked by the employee, hire the temporary employee at no additional fee. If you wish to hire the temporary employee on your payroll prior to 520 hours, EXCEL will prorate the direct hire placement fee.

Direct Hire: In the event of a Direct Hire, CLIENT shall pay a placement fee 20% of the employee's annual compensation (hourly rate multiplied by 2080 hours) unless otherwise stated. Placement shall occur on the date employee is hired by CLIENT. EXCEL provides a 30-day guarantee for the following: We will replace the employee in the event that the employee hired through our service terminates within 30 days, or is terminated from his or her position of employment within 30 days, provided that the CLIENT notifies us, in writing, all of the facts relating to the termination of the employment within 5 business days after the termination. This guarantee is not applicable in the event that the employment is terminated because the CLIENT has insufficient work for the employee.

Conversion or Direct Placement fees are billed separately and are due and payable Net 30 days from the Conversion or Direct Placement date. Invoices paid after such date shall bear interest at the maximum legal rate of interest. No employee may be converted if CLIENT'S account balance is past due.

Payroll Employee: A payroll employee means we did not recruit this employee and that the employee was referred to EXCEL from CLIENT. When EXCEL is providing payroll services to

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CLIENT for such an employee, then CLIENT is not required to keep the Payroll Employee on EXCEL'S payroll for the 520 hours; there will be no minimum amount of hours required. EXCEL will still perform its due diligence and screen a payroll employee including, but not limited to background checks, reference checks, drug screening and handling all personnel matters. EXCEL has the right to not hire a payroll employee.

Termination: Either CLIENT or EXCEL may terminate this Agreement for any reason on 30 days' written notice, or immediately in writing by EXCEL based on non-payment by CLIENT of the amounts set forth in this Agreement.

No Payroll Transfer: CLIENT agrees not to directly or indirectly employ or engage as an independent contractor any assigned Employee of EXCEL during the term of this Agreement and for a period of 120 days thereafter without prior written consent from EXCEL. If CLIENT violates this paragraph, CLIENT agrees to pay to EXCEL a fee in the amount of 20% of the assigned Employee's annualized compensation, or \$2,000.00, whichever figure is higher.

Assigned Employees Name and Job Title: TBD – Part-Time Office/Clerical

Hourly Bill Rate: 50% mark-up (on employee's hourly pay rate)

Acceptance of Terms: Your acceptance of employee referrals from EXCEL shall be conclusive evidence of your acceptance of our service fee, terms and conditions, unless we have signed a written modification. If collection action is necessary, you agree to pay all the expenses thereof, including reasonable costs and attorney's fees. You consent to the exclusive jurisdiction of the courts of Santa Barbara County and that California law shall govern our relationship.

This Agreement remains open for 30 days from the date of proposal below. If proposal is not accepted within this 30-day time period, EXCEL has the right to modify or rescind.

Santa Maria Valley Water Conservation District Excel Personnel Services

Print Name (CLIENT)

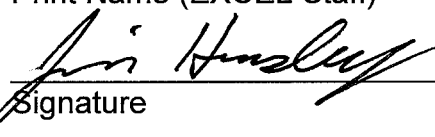
Signature

Title

Date

Jim Hensley

Print Name (EXCEL Staff)



Signature

Business Development Manager

Title

11/25/2024

Date

**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
JOB DESCRIPTION
DAM TENDER I AND II**

POSITION: Dam Tender I or Dam Tender II

SALARY RANGE:

Dam Tender I – \$26.00 - \$32.00/hourly (\$54,080 - \$66,560 annually full-time)

Dam Tender II - \$28.85 - \$38.50/hourly (\$62,400 - \$80,080 annually full-time)

DUTIES:

Performs a variety of technical tasks related to control and regulation of the flow of water within Twitchell Reservoir, including but not limited to:

- Collect and report data on water inflow and outflow and weather conditions;
- Maintain dam grounds and structures;
- Regulate outlet flow in accordance with District direction and USBR standard operating procedures;
- Manage emergency operations in accordance with USBR Emergency Action Plan until relieved by another District representative;
- Collect water and other samples;
- Perform routine tests on weather station; analyze and record data from tests;
- Lead or assist in preventive maintenance activities on reservoir equipment, including recorders, rainfall gauges, weirs, pumps, motors, boats, generators and flood gates; inspect, clean and perform minor repair activities;
- Open flood gates and clean debris;
- Patrol lake and property surrounding the facilities and downstream flow; enforce reservoir ordinances as necessary;
- Participate in the repair and maintenance of reservoir roads and drains.
- Lead or assist with groundskeeping and maintenance of reservoir area, including dam superstructures, buildings and grounds; perform grounds maintenance duties including care of lawns, shrubs, flowers and trees; paint buildings as necessary.
- Operate a variety of equipment including vehicles, hand and power tools, mowers, and other equipment used for dam operation, maintenance and groundskeeping.
- Assist outside agencies with operation of their facilities at the dam. Provide access to agencies as required and serve as District point of contact when needed.
- Maintain detailed records and logs related to activities and maintenance at the facility and reservoir.
- Work with a variety of agencies on operations and activities; deal with inquiries and resolve issues on reservoir activities within scope of authority.
- Respond to public inquiries as needed and in a courteous manner; resolve complaints in an efficient and timely manner.
- Perform additional related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from and reports to General Manager. Dam Tender II may assist General Manager in supervising Dam Tender I or Part-time Dam Tender I or II.

EXPERIENCE AND QUALIFICATIONS

- Any combination of experience and training that can provide the required knowledge and abilities may be acceptable. Examples include two years or more of increasingly responsible experience in any of the following areas:
 - Maintaining and repairing water distribution systems or related systems.
 - Collecting and reporting data.
 - Experience operating and maintaining mechanical and/or hydraulic systems operated remotely;
 - Experience operating standby or auxiliary power systems.
 - Experience working outdoors and/or in remote locations.

- Knowledge of and ability to competently use computers and Microsoft Office software.
- Good oral and written communication skills.
- Ability to use hand and power tools and operate light and heavy equipment.
- Ability to perform physical tasks, including but not limited to walking, standing, stooping, bending, crouching, lifting, stretching, or crawling for extended periods of time; must be able to lift and carry up to 50 pounds regularly and up to 100 pounds on occasion.

LICENSES, EDUCATION AND CERTIFICATIONS

- High school diploma or equivalent
- Valid California Driver’s License, Class C required, with ability to obtain Commercial Driver’s License as needed
- Ability to obtain Dam Tenders Certificate within 6 months of hire. (Training provided through District.)

WORK SCHEDULE

Work days and hours for Full-time Dam Tender are generally 8:00 a.m. to 5:00 p.m. Monday through Friday but may be adjusted on occasion to allow attendance at District meetings. Emergency conditions may require Dam Tender(s) to work additional hours, up to 12-hour shifts, upon direction of General Manager or the Board of Directors.

Work days and hours for a Part-time Dam Tender are subject to change but are generally 8:00 a.m. to 5:00 p.m. Friday through Sunday or Saturday through Monday.

All Dam Tenders, whether Full-time or Part-time, may be required to work additional days and hours as needed, including holidays, to ensure reservoir and dam are properly monitored as required.

**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT
JOB DESCRIPTION
OFFICE ASSISTANT**

POSITION: Office Assistant (Full-time or Part-time)

SALARY RANGE: \$18.00 - \$25.00/hourly

DUTIES:

Under direction of the General Manager, performs a variety of administrative and financial tasks in support of the Santa Maria Valley Water Conservation District's Board of Directors, operations and staff functions. Duties and task include but are not limited to:

- Provide administrative support to General Manager and Board of Directors in preparation of board meeting agendas, staff reports and related documents;
- Maintain meeting and other distribution lists and assist General Manager with distribution of meeting agendas and materials;
- Serve as clerk of the board; attend District board and committee meetings as required and assist General Manager with preparation of meeting minutes;
- Assist in maintaining and updating District website;
- Collect and distribute District mail;
- Maintain District files and assist with filing and distribution of daily and monthly dam conditions reporting activities;
- Maintain District Office during specified hours and answer/direct calls to District Office;
- Assist General Manager with purchasing, reporting, licensing and record-keeping for all District supplies and equipment;
- Assist Dam Tenders in maintaining detailed records and logs related to activities and maintenance at the facility and reservoir.
- Interact with outside agencies in coordination of District activities;
- Respond to public inquiries in a courteous manner;
- Perform additional related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from and reports to General Manager.

EXPERIENCE AND QUALIFICATIONS

- Two years or more responsible administrative and/or financial experience in an office environment;
- Public agency experience a plus;
- Good computer skills and expertise with Microsoft Office software;
- Good oral and written communication skills.

LICENSES, EDUCATION AND CERTIFICATIONS

- High school diploma or equivalent required; additional education (A.A. or higher) preferred
- Valid California Driver’s License and good driving record

WORK SCHEDULE

Office Assistant position is currently identified as part-time but hours and schedule may be flexible or subject to change. Current proposed schedule is approximately 20 hours per week, divided evenly over four weekdays: i.e., Monday through Thursday, from 10 a.m. to 3:00 p.m., or as determined by the General Manager and/or the Board of Directors.

At the direction of the General Manager or Board of Directors, Office Assistant may need to be available to work evenings on days when District Board or committees meet. Such hours will either be in addition to regular work hours, or will replace an equivalent amount of regular hours during the week.

STAFF REPORT

TO: SMVWCD Board of Directors
FROM: Carol Thomas-Keefer, Interim General Manager
DATE: December 5, 2024
RE: Discussion of Committee Structure

Background:

The District's Board of Directors will be fully seated this month, with the last two vacant seats having been appointed by the Santa Barbara County Board of Supervisors over the past several weeks. At the District's regular board meeting in November, an oncoming board member requested that the Board consider holding a special meeting to consider, among other things, the organization and structure of its committees.

This item is presented for Directors to review and discuss the existing committees and participation and determine if any changes should be considered. However, the seventh director has yet to be seated, so the board may wish to hold appointments and additional discussion until the board is fully seated later this month.

No more than three directors can serve on a committee. The current District committees are as follows:

Twitchell Operations Committee:

Directors Hadick, Conrad and Adam (Chair, Carol Thomas-Keefer)

Financial Committee:

Directors Conrad (Chair), Sharer and Mahoney

Ad hoc Personnel Committee:

Directors Mahoney (Chair), Hadick and Sharer

Recommendation:

This item is for discussion only and possible reconsideration at a future meeting. No action is recommended at this time.