

HEBER PUBLIC UTILITY DISTRICT

REPORT TO BOARD OF DIRECTORS

MEETING DATE: June 11, 2020

FROM: Laura Fischer, General Manager

SUBJECT: Ratify Employment Contract with Lexandra Carmelo, Finance Manager

ISSUE: Shall the Board Ratify the Employment Contract with Finance Manager?

FISCAL IMPACT:

NONE. This positions is included in the FY 2019-20 and FY 2020-21 budgets.

DISCUSSION:

Lexandra Carmelo has been hired to fill the position of retired Finance Manager, Graciela Lopez. Lexandra has started working in her new position on June 3, 2020.

Ratification of this contract is necessary to ensure conditions of employment are agreed upon by both parties. See the attached contract.

ALTERNATIVES:

- 1) Do not approve the Employment Contract with the Finance Manager, and direct the General Manager to modify the Contract.
- 2) Provide alternate direction to staff.

Respectfully Submitted,

Laura Fischer, General Manager

Attachment: Employment Contract Lexandra Carmelo

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between Heber Public Utility District, (HPUD), a public entity, and Lexandra Carmelo, ("Carmelo") an individual, for employment and service as Finance Manager of Heber Public Utility District.

1. **Term** - Employment shall commence June 1, 2020. Carmelo is an at-will employee and the General Manager of the HPUD has the right to terminate the service of the Finance Manager as provided within this agreement.
2. **Duties** - Carmelo will serve as Finance Manager of Heber Public Utility District, to fulfill all duties set forth by the Government Code and ordinance as well as such additional responsibilities delegated by HPUD.
3. **Holidays** - Finance Manager shall be entitled to the same holidays as all other HPUD office staff.
4. **Time Off** - Carmelo shall be entitled to the same sick leave, vacation leave and other leave as all other HPUD office staff.
5. **Insurance** - HPUD shall provide the same health, dental, vision and life insurance for the Finance Manager as provided for other management staff.
6. **Retirement** - Carmelo shall be enrolled in the State of California Public Employees Retirement System and is subject to the same terms and conditions as all other employees.
7. **Compensation** - Annual salary will be \$69,000.00 per year, payable according to the usual pay periods of HPUD. During the first year of employment, the General Manager will conduct semi-annual evaluations of Carmelo, and may grant a merit salary increase after the first year, in HPUD's sole discretion.
8. **Termination** - This is a professional position serving at the pleasure of the General Manager of HPUD, not subject to personnel rules. No specific grounds are necessary for termination of employment.
9. **Notices** - Notices pursuant to this contract shall be given by deposit in custody of the United States Postal Service, within the County of Imperial, postage prepaid, addressed as follows or as later designated:

HPUD: Heber Public Utility District
P.O. Box H
Heber, CA 92249

Finance Manager: Lexandra Carmelo
2180 G. Woo Ave.
Calexico, CA 922

With a copy to: Steven M. Walker
Walker & Driskill, PLC
300 S. Imperial Avenue, Suite 10
El Centro, CA 92243

Alternatively, notices required pursuant to this contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

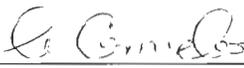
11. **General Provisions** - The text herein shall constitute the entire agreement between the parties; provided however, State law and local ordinance shall govern if inconsistent with this agreement. If any provision, or any portion thereof, contained in this contract is held unconstitutional, invalid, or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
12. **Entire Agreement** - This agreement contains the entire understanding between the parties with respect to the subject matter contained herein, and may only be altered or modified by a subsequent written agreement.

HEBER PUBLIC UTILITY DISTRICT

DATED: _____

By: _____
Moises Cardenas, President

DATED: 5 18 2020

By: 
Lexandra Carmelo