

MISSION HILLS COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors
FROM: Personnel Committee/Board of Directors
DATE: May 20, 2026
SUBJECT: Appointment of new General Manager, Approval of Employment Agreement

Recommendation / Proposed Motion

Appoint Alexandra Griffith as the Santa Ynez CSD General Manager and approve the attached Employment Agreement.

Alternatives Considered

None

Policy

Section 61050(a) of the California Government Code specifies that the Board of Directors should appoint a General Manager.

On March 25, 2026, the Personnel Committee reviewed all candidate submittals for the General Manager position. Several candidates with the necessary job skills and experience were selected to continue in the recruitment process. Your Board held interviews with General Manager candidates on April 13, 2026, and selected the top candidate to move forward in the recruitment process. At a May 4 special meeting, your Board received an update on the status of negotiations for the Employment Agreement with the top candidate and provided staff with guidance on the terms and conditions of the General Manager Employment Agreement.

Fiscal Implications

The proposed compensation is within the current budget.

Discussion

The District has negotiated an Employment Agreement with Alexandra Griffith to serve as the District's General Manager on a full-time basis. Ms. Griffith has 20 years of experience in water and wastewater operations at the City of Santa Maria, including serving as Manager of Water Resources since 2021. Ms. Griffith holds a Bachelor of Arts Degree in Chemistry from California State University, Fresno.

The Employment Agreement is attached with a start date of July 6, 2026. The current General Manager will terminate his employment on Friday, July 3, 2026.

Attachment: Employment Agreement for Alexandra Griffith

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), dated for reference purposes as of May 20, 2026, is entered into by and between the **SANTA YNEZ COMMUNITY SERVICES DISTRICT**, hereinafter referred to as "Employer," and Alexandra Griffith, hereinafter referred to as "Employee." In consideration of the mutual promises made herein, Employer and Employee agree as follows:

- 01. Engagement.** Employer agrees to employ Employee, and Employee accepts such employment, commencing July 6, 2026, and continuing on an "at-will" basis until terminated as provided herein. Pursuant to Government Code Section 61050(d), Employee's employment hereunder shall be at the pleasure of Employer's Board of Directors. This means that subject to the terms of this Agreement, including Sections 6.2 and 8 below (if applicable), either Employee or Employer may terminate the employment relationship, with or without cause. Nothing in this Agreement is intended to create an employment relationship for a specified term. Employee's employment hereunder is subject to the terms of Employer's policies pertaining to employee benefits and other employment matters, as they may be amended, replaced, or superseded in the future, except to the extent that the terms of this Agreement conflict with such policies, in which case the terms of this Agreement shall control and take precedence.
- 02. Duties of Employee.** During the term of employment hereunder, Employee shall act as General Manager for Employer. In his/her capacity as such, Employee shall render and perform all services, acts, or duties which are necessary, prudent, or advisable for the management of the affairs of Employer, subject to and in accordance with the laws of the State of California and of any other governmental authority to which Employer's employees and agents may be subject. Employees shall also perform such other duties and carry out such other acts and functions as the Employer's Board of Directors shall direct from time to time. It is mutually agreed and understood that Employee is employed under this Agreement on a full-time basis in an exempt executive capacity as such term is used in the Fair Labor Standards Act and any applicable California laws. Employee may work in a 9/80 schedule during the term of this agreement. The primary duties of the Employee hereunder consist of the management and direction of the Employer's operations and maintenance activities. During the term hereof, the Employee shall not perform any service or act that would conflict with the operation of Employer or impair Employer's integrity.
- 03. Professional Activities.** In addition to the general duties set forth above, Employee may participate in training and certification courses (e.g., certifications issued by the California State Water Resources Control Board) and other professional activities (e.g., conferences, seminars, courses, institutes, panels and memberships in associations and professional organizations), which (i) contribute to Employee's professional development, growth, and advancement, (ii) are relevant and beneficial to Employer's operations, and (iii) are approved

by Employer's Board of Directors or by an individual member of the Board of Directors to whom approval authority has been granted by the Board. Costs incurred in connection with such professional activities, including travel expenses, dues, subscriptions, and registration fees, shall be paid in accordance with the policies adopted by Employer's Board of Directors and in effect from time to time. Participation in and/or attendance at such professional activities shall be considered as work time and not as vacation time under Section 7.2 or administrative leave under Section 7.5.

04. Representations. Employee represents that she is a United States citizen, has a Social Security number, and can present verification of his legal right to work in the United States if requested to do so by the Employer.

05. Obligations of Employer.

5.1 General Description. Employer shall provide Employee with the compensation and benefits specified in this Agreement.

5.2 Office and Staff. Employer shall provide Employee with secretarial assistance and other facilities and services suitable to Employee's position and adequate for the performance of his duties.

06. Compensation of Employee.

6.1 Annual Salary/Performance Reviews. As compensation for services performed hereunder, Employer shall pay Employee an annual salary of one hundred seventy-two thousand six hundred and forty dollars (\$172,640), payable in equal bi-weekly installments and prorated for any partial pay period worked. At the end of Employee's six (6) month introductory period (the "Probation Period,"), and at least annually thereafter, Employer shall review Employee's performance and the compensation payable to Employee hereunder and, in accordance with such review, Employer may, in Employer's sole discretion, increase such compensation as it shall deem appropriate, based on the following considerations:

6.1.1 The compensation paid for comparable employment by other governmental entities in California, similar in size and functions to Employer.

6.1.2 The level of responsibility required by the position of Employee.

6.1.3 The cumulative experience of the Employee and his/her performance in carrying out his/her duties hereunder; and

6.1.4 Such other factors as the Employer may determine to be relevant or appropriate.

6.2 Severance Pay. If Employee's employment hereunder is unilaterally terminated by Employer without cause pursuant to Section 8.2 below after the Probation Period, Employee shall be entitled to severance pay in an amount equal to three (3) months' salary at the average annual salary rate payable to Employee over (i) the preceding twelve (12) month period, or (ii) the term of employment, if less than twelve (12) months. Said severance pay shall be in addition to any other amounts payable to Employee hereunder and shall be paid to Employee within fifteen (15) days of the effective termination date. The payment of severance pay shall be contingent upon and shall be deferred until the Employer's receipt of a written general release from Employee that includes the provisions set forth in Exhibit "A" attached hereto and incorporated herein by reference, in addition to other standard contractual provisions.

6.2.1 Under no circumstances shall severance pay exceed the amount authorized by Government Code Section 53260(a) or include any items prohibited by Government Code Section 53261, as said sections may be amended, replaced, or superseded. Such severance pay shall be reduced by the amount of any other compensation earned by Employee for services provided to any person or entity during the three (3) month period following the effective date of termination. Employer shall have no obligation to pay such severance in the event:

6.2.1.1 Employee has not completed their Probation Period, or

6.2.1.2 Employee voluntarily resign, or

6.2.1.3 Employee is terminated for cause, as described in Section 8.4, below.

6.3 Tax Withholding. Employers shall have the right to deduct or withhold from the compensation due to Employee hereunder all then-required income tax withholdings and payroll taxes.

6.4 Reimbursement by Employee. Pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part I of Division 2 of Title 5 of the Government Code, if Employee is convicted of a crime involving an abuse of Employee's office or position, Employee shall fully reimburse Employer for any (i) paid leave salary offered by Employer to Employee pending an investigation, (ii) funds for the legal criminal defense of Employee, and (iii) any cash settlement related to the termination of this Agreement. For purposes of this section, "abuse of Employee's office or position" means either of the following:

6.4.1 Abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; or

6.4.2 A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part I of the Penal Code.

7 Employee Benefits.

- 7.1 **Benefits Provided by Employer.** Except as otherwise provided in this Agreement, Employee shall be entitled to the same paid holidays, sick leave, health and dental coverage, retirement plan contributions, and other benefits that Employer provides to its other employees, as such benefits may be modified by Employer in the future. Employee's sick leave bank will be credited with 40 hours of sick leave upon the commencement of this Agreement. Accrual of additional sick leave will commence after leave bank has been reached. Any portion of the District-provided health care benefit that the Employee does not utilize will not be paid to the Employee in cash in lieu of such health care benefit.
- 7.2 **Paid Vacation.** Employees shall receive 168 hours (21 days) of paid vacation per year. Vacation shall accrue at the rate of 14 hours per month. Employee's leave bank will be credited with 40 hours of vacation leave upon the commencement of this Agreement. Accrual of additional vacation leave will commence after leave bank has been reached. Employee shall (i) provide such advance notice to Employer's Board of Directors regarding the timing for Employee's vacation time as may be reasonable under the circumstances, and (ii) attempt to schedule vacation time to minimize any foreseeable impact on Employer's operations. Any use of vacation time prior to the accrual thereof shall be subject to approval by the Employer's Board of Directors.
- 7.3 **Automobile Allowance.** Employee shall receive an automobile allowance from Employer in the amount of five hundred dollars (\$500.00) per month for the use of Employee's automobile in connection with Employer's business. Such automobile allowance shall be in lieu of mileage reimbursement, otherwise described in the Employer's policies or provided by law. Notwithstanding the foregoing, Employee shall be reimbursed in accordance with Employer's policies for the use of Employee's automobile for travel in connection with Employer's business outside of Santa Barbara and San Luis Obispo Counties.
- 7.4 **Cell Phone Allowance.** Employees shall receive a cell phone allowance from the Employer in the amount of eighty dollars (\$80.00) per month. Such cell phone allowance is provided in lieu of an Employer-provided cell phone and is intended to permit telephone contact with the employee during off-duty hours.

7.5 **Administrative Leave.** Employees shall be entitled to take up to forty (40) hours of paid administrative leave per calendar year. Unused administrative leave may not be carried over to subsequent calendar years and cannot be cashed at the end of a calendar year or upon the termination of employment. Employee shall (i) provide such advance notice to Employer's Board of Directors regarding the timing for Employee's use of administrative leave as may be reasonable under the circumstances, and (ii) attempt to schedule administrative leave so as to minimize any foreseeable impact on Employer's operations. Administrative leave shall be prorated for any partial calendar year. Administrative leave shall not be considered as professional activities under Section 3 or vacation time under Section 7.2.

8 **Termination of Employment.** This Agreement and the Employee's employment with Employer shall be terminated if any of the following occurs:

8.1 Whenever Employee and Employer shall mutually agree in writing to termination and on such date as they mutually agree.

8.2 Without cause four (4) weeks after either party giving written notice to the other of the party's desire to terminate this Agreement. If either Employer or Employee gives such notice, Employer may advance the effective date of such termination, reduce Employee's hours of employment and/or reduce Employee's employment duties, as it may deem advisable, by written notice to Employee within three (3) days after delivery of such notice of termination; provided, however, that in all events, Employee shall receive his salary for the entire four (4) week notice period, either on the dates of his regular paydays or in a single sum, as Employer shall determine;

8.3 on the death of an employee.

8.4 For cause by Employer immediately upon the occurrence of any of the following events;

8.4.1 Inability to perform the essential functions of Employee's position (even with any reasonable accommodation that would not impose an undue hardship on Employer as assessed under the Americans with Disabilities Act and any comparable applicable California law) due to a physical or mental impairment;

8.4.2 Pleading guilty or nolo contendere to, or being convicted of, any felony or any misdemeanor that Employer deems material;

8.4.3 Committing any act of dishonesty, falsification of records, theft, fraud or willful misrepresentation, or any similar act involving moral turpitude;

8.4.4 Employer's reasonable reliance on facts showing that Employee has

engaged in material misconduct in connection with his employment (for example, material violations of Employer's anti-harassment policies, or physical violence, threats, abusive or vulgar language, intimidation or coercion directed toward any District employee, customer, visitor or guest, insubordination, willful breach of duties, abuse of authority or abuse of discretion with respect to Employer), or off duty misconduct that has a material adverse effect on Employer's reputation or Employee's reputation and/or working relationships with coworkers;

- 8.4.5 Intoxication while on duty, including being under the influence of alcohol, narcotics, marijuana, or illegal substances; or
- 8.4.6 Failure to cure any deficiencies in the adequate performance of Employee's duties and responsibilities within thirty (30) calendar days after receiving written notice from Employer describing such deficiencies.

9 General Provisions.

- 9.1 **Notices.** Any notices to be given hereunder by either party to the other shall be in writing and transmitted by personal delivery or by first-class mail, prepaid postage. Mailed notices shall be addressed to the parties at their last known address.
- 9.2 **Modifications.** Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- 9.3 **Effect of Waiver.** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 9.4 **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 9.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 9.6 **Sums Due Deceased Employee.** If Employee dies prior to the expiration of the term of his employment, any sums that may be due him from Employer under this Agreement as of the date of death shall be paid to Employee's legal executors, administrators, heirs, beneficiaries, personal representatives, successors and assigns.

- 9.7 **Records.** All books, files, records, charts, agreements, documents, and other data and similar items relating to the operations of Employer ("Records"), whether prepared by Employee or otherwise coming into his possession during the term of this Agreement, shall remain the property of Employer and shall not be removed from the premises where the work of Employer is carried on, without the prior consent of Employer.
- 9.8 **Assignment.** This Agreement is a personal employment contract, and the rights and interests of Employee hereunder may not be sold, transferred, assigned, pledged, or hypothecated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

Employer

SANTA YNEZ COMMUNITY SERVICES DISTRICT

Board President

Date:

Employee

Date:

Attest / Board Secretary

Date:

Attachment:

Exhibit "A" - Release Provisions

EXHIBIT "A"

Release Provisions

01. In consideration for the payment by Employer to Employee of severance pay in the amount of
02. _____ Dollars (\$) (the "Severance Payment"), Employee agrees as follows:
03. The Severance Payment shall be subject to all applicable withholdings.
04. Employee has received from Employer all other compensation, wages, bonuses, and/or benefits to which she may be entitled, and no other compensation, wages, bonuses, and/or benefits are due to him from Employer.
05. Employee has no right to employment with Employer after the effective date of his termination of employment, and will not apply for, nor be entitled to, re-employment or reinstatement by Employer.
06. Employee fully and forever releases and discharges Employer, and its directors, officers, agents, representatives, employees, and attorneys, whether past or present (collectively, the "Releasees") from any claims, damages, and causes of action she may have against them, and she covenants not to sue or otherwise institute or cause to be instituted or in any way participate in legal or administrative proceedings against the Releasees with respect to any matter arising out of or connected to his employment by Employer, including liabilities, claims, demands, contracts, debts, obligations and causes of action of every nature, kind, and description, in law, equity, or otherwise, whether or not now known or ascertained.
07. Employee waives any and all rights she may have to pursue remedies against the Releasees, or any of them, relating to his employment by Employer, arising on or before the effective date of this Release, including without limitation, any claims for discrimination, harassment, and/or retaliation, for unpaid wages, and/or any rights arising from any law or other source, such as the U.S. or California Constitutions, or federal or state statutes, including but not limited to:
- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e et seq.)
 - b. the Age Discrimination in Employment Act (29 U.S.C. §§ 621 et seq.),
 - c. Older Workers Benefit Protection Act (29 U.S.C. §§ 630 et seq.), 42
 - d. U.S.C. sections 1981 and/or 1983, the Americans with Disabilities Act (42 U.S.C.. §§12101 et seq.), the Equal Pay Act of 1963, the Family and Medical Leave Act (29 U.S.C. §§2614 et seq.), the California Family Rights Act (Gov. Code §12945.1), the California Fair Employment and Housing Act (Gov. Code §12940 et seq.), the Fair Labor Standards Act (29 U.S.C. §§201 et seq.),

- e. the Fair Credit Reporting Act (15 U.S.C. §§1681 et seq.), Civil Code sections 45, 46, 51, 52, and 52.1, the Investigative Consumer Reporting Agencies Act (Civ. Code §§1786 et seq.),
 - f. the California Labor Code (including, without limitation, sections 132a and 1102.5), the Trial Court Employment Protection and Governance Act (Gov. Code §§71600 et seq.), the Government Code (including, without limitation, sections 8547 et seq.),
08. any regulations implementing these statutes, or Employer's internal policies and procedures, as well as any common law actions such as wrongful discharge, constructive discharge, negligence, negligent misrepresentation, infliction of emotional distress, defamation, fraud, breach of contract and/or breach of the covenant of good faith and fair dealing, and any claim for lost earnings, emotional distress, compensatory damages, consequential damages, general damages, attorneys' fees, costs, penalties, special damages, or punitive damages. Except as otherwise provided herein, (i) this Release extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from or attributable to Employee's employment by Employer, and (ii) any and all rights granted to Employee under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation are expressly waived. Section 1542 reads as follows:
- a. A general release does not extend to claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
 - b. Employee represents, warrants, and affirms that she has no pending claims or lawsuits against Employer or any other Releasee. If any pending claim, complaint, demand, or charge against any Releasee has not been closed or dismissed as of the effective date of this Release, Employee agrees that she will immediately take whatever steps are necessary to close or dismiss the matter with prejudice.
09. If Employee, or anyone acting on his behalf, files or initiates a claim that has been released hereunder, then Employer or any other Releasee defending such claim will be entitled to the dismissal of such claim on the basis of this Release, and in addition, the Releasee defending such claim will be entitled to an award of their actual costs and attorneys' fees incurred in the defense of such released claim.
10. Employee acknowledges and affirms that (i) she has read and understands this Release; she affixes his signature hereto voluntarily and without coercion, and (iii) the waivers herein are made knowingly and with full appreciation that Employee is forever foreclosed from pursuing any of the rights so waived.