

TO: BOARD OF DIRECTORS
FROM: JON SEITZ
DISTRICT LEGAL COUNSEL
DATE: MAY 31, 2011

AGENDA ITEM

2

JUNE 2, 2011

CONTRACT APPOINTING MICHAEL LEBRUN AS DISTRICT GENERAL MANAGER

ITEM

Contract Appointing Michael LeBrun as District General Manager

BACKGROUND

On December 1, 2010, the Nipomo Community Services District (District) Board of Directors appointed Michael LeBrun as Interim General Manager. The District Board of Directors recently completed its Performance Review of the Interim General Manager concluding that "the District Board of Directors has high expectations for the position of General Manager, and Michael LeBrun meets or exceeds those expectations."

Commencing on May 11, 2011, the District's agenda included the appointment of a full-time General Manager. Through the deliberative process, the Board of Directors, subject to Contract approval, approved the appointment of Michael LeBrun as the District's General Manager.

District Legal Counsel prepared a draft contract pursuant to the Board's direction that is attached hereto as Exhibit "A".

Michael LeBrun has agreed to the appointment as District General Manager pursuant to the terms and conditions of the attached Contract.

RECOMMENDATION

By Motion approve attached Contract appointing Michael LeBrun as District General Manager effective June 2, 2011, and authorize the President to sign the Contract on behalf of the Nipomo Community Services District (District) Board of Directors.

ATTACHMENT

Proposed General Manager Contract

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EXHIBIT "A"

**NIPOMO COMMUNITY SERVICES DISTRICT
GENERAL MANAGER
EMPLOYMENT CONTRACT**

Attachments:

Exhibit "A" - General Manager Job Description

Exhibit "B" - District Resolution 2005-959

THIS CONTRACT is made and entered into by and between the Nipomo Community Services District (herein referred to as "District"), and Michael LeBrun (herein referred to as "General Manager" or "LeBrun"), with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et seq., of the California Government Code.

B. District desires to enter into an employment relationship with Michael LeBrun as General Manager of the District;

C. Michael LeBrun desires to enter into an employment relationship as General Manager of the District.

D. It is the purpose of this Contract to define the employment relationship of Michael LeBrun and the District during the terms of this Contract. All references to General Manager in this Contract refer to Michael LeBrun.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - EMPLOYMENT OF GENERAL MANAGER

District hereby agrees to employ Michael LeBrun as the District's General Manager and Secretary to the Board of Directors (collectively "General Manager").

SECTION 2 - DUTIES

A. General Manager shall devote his full energy, skill and ability, and productive time to the performance of General Manager's duties. General

Manager understands that the management of the District requires that the General Manager devote his entire work time to the discharge of the duties of the office.

B. The duties of the General Manager are generally described in Exhibit "A", attached hereto and incorporated herein by this reference, and Government Code Section 61051 which provides as follows:

The General Manager shall be responsible for all of the following:

1. The implementation of the policies established by the Board of Directors for the operation of the District.
2. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
3. The supervision of the District's facilities and services.
4. The supervision of the District's finances.

C. The General Manager shall also act as the Secretary to the Board of Directors and shall be responsible for:

1. Maintaining accurate records of the proceedings of the Board of Directors.
2. Maintaining a book of District Ordinances or Codes with his\her attestation.
3. Maintaining District records including original Ordinances, Resolutions and Contracts and attest to the originals and true and correct copies of the same.
4. Administering Oaths or Affirmations and certifying affidavits and depositions pertaining to District affairs and business which may be used in any court or proceeding in the State.

The General Manager may deputize other District employees to perform the duties in sub-paragraph 1 above and deputize the Finance Director\Assistant General Manager to perform the duties referenced in sub-paragraphs 2, 3 and 4 above in the absence of the General Manager.

D. LeBrun agrees to perform the functions and duties specified in sub-sections A, B, and C (above) and to perform other legally permissible and proper duties and functions as the District Board of Director's shall from time to time assign without additional compensation.

E. Both parties acknowledge that specific duties of the General Manager may vary from time to time.

SECTION 3 - TERM

This Contract shall take effect on June 02, 2011, ("Effective Date"), and shall remain in effect until terminated as provided herein.

SECTION 4 - TERMINATION AND SEVERANCE PAY

A. General Manager understands and expressly agrees that he has no constitutionally protected property right or interest in his employment as General Manager.

B. The General Manager shall serve at the will and pleasure of the District Board of Directors, and may be terminated with or without cause.

C. In the event the General Manager is terminated without cause by the District Board of Directors during such time that the General Manager is willing and able to perform the General Manager's duties under this Contract, then in that event the District Board of Directors agrees to pay the General Manager a lump sum cash payment ("Severance Pay") equal to six (6) months base salary then in effect. In addition to Severance Pay, District shall pay General Manager for his accrued but unused vacation time, but not sick leave. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

D. In the event General Manager is terminated for good cause, the General Manager shall be entitled only to salary earned, but not paid as of the date of termination; and payment for any accrued vacation, but not sick leave, plus benefits that are lawfully required to be continued. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "good cause" shall include, but not necessarily be limited to, any of the following:

1. Any material breach by the General Manager of any term or provision of this Contract;
2. General Manager's failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;

3. General Manager's misfeasance;
4. General Manager's malfeasance;
5. Conduct unbecoming the position of District General Manager or likely to bring discredit or embarrassment to District;
6. Insobriety while representing the District;
7. Conviction of a misdemeanor involving moral turpitude;
8. Conviction of a felony;
9. Engaging in illegal business practices in connection with the District's business;
10. Misappropriation of the District's assets;
11. Excessive unexcused absences of the General Manager from his/her employment during usual working hours; or
12. Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.

E. In the event General Manager voluntarily resigns his/her position with District, General Manager shall give District sixty (60) calendar days written notice in advance, unless the parties otherwise agree in writing. In the event General Manager voluntarily resigns his/her position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the date of resignation, and payment for any accrued vacation.

SECTION 5 - SALARY

A. District agrees to pay General Manager for his services rendered pursuant this Contract an annual salary of one hundred thirty-four thousand seven hundred dollars (\$134,700.00) payable in equal installments at the same time as other employees of District are paid. The annual salary shall be subject to normal withholdings with respect to amounts paid.

B. Commencing on the 366th day from the Effective Date, and upon a successful evaluation evidencing that the General Manager meets or exceeds the Board's expectations, the annual base salary shall be adjusted, on a one time basis, to 5% greater than the base salary (unweighted) of the then highest paid District employee, other than the General Manager.

C. District will consider adjustments in compensation based upon performance.

D. The District Board of Directors may increase the compensation provisions of this Contract without amending this Contract.

SECTION 6 - HOURS OF WORK

The General Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position. The General Manager does not have set hours of work as the General Manager is expected to be available at all times.

SECTION 7 - PERFORMANCE REVIEW

A. During the first twelve (12) months of employment, the General Manager and District shall participate in a minimum of two (2) performance reviews (evaluations) as follows:

1. On or before the sixth (6th) month from the Effective Date; and
2. On or before June 30th, 2012.

B. From and after the evaluation referenced in paragraph A(2) above, the General Manager shall receive an annual performance review no later than the end of June of each succeeding year.

C. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

SECTION 8 - OUTSIDE PROFESSIONAL ACTIVITIES

General Manager, with prior written approval of the District Board of Directors, may undertake outside professional activities for compensation, including teaching, speaking, and writing, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall such outside activities create a conflict of interest with the duties of General Manager and/or the interests of District.

SECTION 9 - PROFESSIONAL DEVELOPMENT

A. As part of its normal budget process, and reserving the right to establish appropriate priorities and funding amounts, the District will consider requests to budget funds for certain items, activities and materials deemed necessary and desirable for the General Manager's continued professional

development, participation, growth and advancement. Those items, activities and materials may include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;
3. Other items, activities and materials, as shall be agreed upon from time to time between General Manager and District.

B. Expenditures for items in sub-section A (above) shall be deemed pre-approved, if the expenditures are within the District's budgeted amounts for the appropriate category. All other expenditures shall be pre-approved by District Board of Directors. General Manager shall keep District informed on at least a monthly basis, as part of the General Manager's Report (on the Board of Directors meeting agenda) of all expenditures incurred in connection with professional development and a summary of educational conferences and seminars attended during the previous 30 days. All books, subscriptions and other items obtained pursuant to sub-section A above shall be in the name of the District and at all times shall remain the exclusive property of the District.

C. General Manager shall receive prior Board of Director approval for:

1. Travel and subsistence expenses to courses, conferences, and seminars conducted outside the State of California; and
2. Air travel.

SECTION 10 - BENEFITS

A. Subject to District Resolution 2005-959 (attached hereto as Exhibit "B" and incorporated herein by this reference) District agrees to provide health, dental and vision insurance for the General Manager at the same rate as other District employees. If the District Board of Director's amends the health, dental and vision insurance Plans for existing employees, then the amended plan(s) shall apply to the General Manager.

B. District agrees to pay employer and 50% of the employee (General Manager's) portion of the PERS contribution based on the current PERS Retirement Plan. If the District Board of Director's amends the Retirement Plan for existing employees, then the amended plan shall apply to the General Manager.

SECTION 11 - CELL PHONE REIMBURSEMENT

General Manager shall be reimbursed monthly at the rate of \$65.00 per month for maintaining a working cell phone, provided that said cell phone facilitates "24-7" District employee access to the General Manager.

SECTION 12 - LEAVES

A. Vacations:

1. Paid vacations shall accrue at the rate of one and one-fourth (1 and 1/4th) working days per month of paid employment (15 days/year).
2. Commencing on the 5th year after the Effective Date, paid vacation shall accrue at the rate of 1 and two-thirds (1 and 2/3rds) working days per month of paid employment (20 days per year).
3. The General Manager shall not *carry over* more than one hundred twenty (120) hours of vacation leave per calendar year. Once the maximum vacation accrual is reached (120 hours), vacation time will no longer be accumulated. Once the vacation accrual is below the maximum, vacation accrual will again start to accumulate.
4. General Manager shall not schedule more than two (2) weeks of vacation (fourteen (14) successive calendar days) at a time without prior approval of the Board of Directors.
5. The General Manager's vacation shall not be scheduled when it would leave the District without appropriate management.

B. Sick Leave: Commencing on the Effective Date of employment, General Manager shall accrue, and have credited to his personal account, sick leave at the rate of one (1) working day per month cumulative to a maximum accrual of one hundred eighty (180) working days.

C. Holidays: Subject to job constraints, the General Manager may take the following days as holidays: New Year's Day, Martin Luther King, Jr. Birthday, President's Day (third Monday in February), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday in November immediately following the day designated as Thanksgiving Day, the four (4) regularly scheduled District hours immediately preceding the day designated as Christmas Day, Christmas Day, the four (4) regularly scheduled District hours immediately preceding the day designated as New Year's Day. The General Manager is not entitled to the floating holiday.

D. Bereavement Leave: The General Manager may use accumulated vacation time and administrative leave for Bereavement Leave.

E. Commencing on the Effective Date, the General Manager shall be entitled to two and one half (2 and ½) administrative leave days with pay, through December 31, 2011. Commencing January 1, 2012, the General Manager shall be entitled to five (5) administrative leave days with pay, per year. Administrative leave cannot be accumulated or carried over. Administrative leave shall not be scheduled when it would leave the District without appropriate management.

SECTION 13 - AUTOMOBILE

A. For District related uses, including travel to and from the General Manager's residence, the District shall make available an automobile/vehicle for the General Manager.

B. When the District's automobile/vehicle is not available the General Manager shall be reimbursement for the use of General Manager's personal vehicle at the prevailing IRS per diem mileage rate for expenses incurred in performing services for the benefit of the District excluding travel to and from work.

C. General Manager shall invoice District on a monthly basis for expenses referenced in sub-section B above, which shall be considered for approval as part of the monthly Warrant Register prior to payment.

SECTION 14 - AUTOMOBILE INSURANCE ON PERSONAL VEHICLES USED FOR DISTRICT BUSINESS

A. General Manager shall procure and maintain motor vehicle liability insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than five hundred thousand dollars (\$500,000) per accident for personal vehicles used for District business.

B. The automobile insurance policy shall be endorsed to include the District, its officers, directors, employees and agents as Additional Insureds.

C. Prior to commencing work under this Contract, General Manager shall provide District with a Certificate of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for non-payment of premium.

D. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

SECTION 15 - OTHER CONDITIONS OF EMPLOYMENT

The District may set other terms and conditions of employment as it may determine from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

SECTION 16 - JURY DUTY

The District General Manager will receive full pay and benefits while serving on a trial jury. Any compensation for such Jury Duty (except travel pay) shall be returned to the District.

SECTION 17 - NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444-0326
Attn: President of the Board of Directors

2. Michael LeBrun
2268 Callendar Road
Arroyo Grande, CA 93420

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

SECTION 18 - INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5, the District shall defend and indemnify the General Manager

against any and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 19 - GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in a situations which are inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all salary earned, but not paid; and (b) payment for any accrued vacation. General Manager and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

D. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.

E. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective

attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign this Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

J. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

GENERAL MANAGER:

DISTRICT:

MICHAEL LEBRUN

JAMES HARRISON, President

DATE: _____, 2011

DATE: _____, 2011

Approved as to form:

JON S. SEITZ,
District Legal Counsel

CHAPTER SEVEN - JOB DESCRIPTIONS

7000 - GENERAL MANAGER

1. DEFINITION

Under policy direction of the Board of Directors, plans, organizes, coordinates and supervises all District functions and activities related to the production and distribution of potable water and the collection, treatment and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organization and District staff; acts as Secretary to the Board of Directors; performs related work as assigned. This position has full-time management status, and is FLSA exempt.

2. CLASS CHARACTERISTICS

The employee in this class is the Chief Executive Officer of the District, serving at the pleasure of and accountable to the Board of Directors for all staff, functions and activities within policy guidance and applicable state and federal laws and regulations.

3. EXAMPLES OF DUTIES (Illustrative Only)

- A. Plans, organizes, coordinates and administers, either directly or through subordinate supervisors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- B. Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- C. Prepares and administers the annual budget for the District; reviews all District expenditures; provides financial management for the District.
- D. Acts as staff for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.
- E. Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met.
- F. Represents the Board and the District in contacts with governmental agencies, community groups and various business, professional and legislative organizations and District customers; acts as a District liaison with the media.
- G. Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; signs

and accepts development plans and specifications for conformance with District standards on behalf of the District.

- H. Provides for the selection of District staff; administers discipline as required; provides guidance and direction to staff regarding policies and procedures.
- I. Prepares a variety of correspondence, policies, procedures, reports, minutes and other written materials.
- J. Maintains and directs the maintenance of working and official District files.
- K. Assures that the Board is kept informed of District program and financial status and of legal, social and economic issues affecting District activities.
- L. In concert with the District Counsel, monitors changes in the law and operational process changes that may affect District operations; implements operational and procedural modification as required.

4. EMPLOYMENT STANDARDS

Knowledge of:

- A. Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the supervision of employees.
- B. Principles, practices and procedures of public administration in a special district setting.
- C. Functions, authority, responsibilities and limitations of an elected Board of Directors.
- D. Principles and practices of potable water production, treatment and distribution.
- E. Principles and practices of wastewater treatment and disposal.
- F. Applicable legal guidelines and standards effecting District operations.
- G. Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.

Skill in:

- A. Planning, organizing, administering, coordinating, reviewing and evaluating a variety of District programs and activities.
- B. Working cooperatively with and accomplishing implementation of the policies of an elected Board of Directors.
- C. Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- D. Developing and administering an annual budget.
- E. Interpreting, applying and explaining complex laws, codes and regulations.
- F. Preparing clear and concise reports, correspondence and other written materials.
- G. Reading and interpreting plans, specifications and engineering documents.
- H. Using initiative and independent judgment within general policy guidelines.

- I. Making public presentations and conducting public hearings.
- J. Using tact, discretion and prudence in dealing with those contacted in the course of the work.

Physical Characteristics:

- A. Vision to read printed materials and a computer screen.
- B. Hearing and speech to interact in person and on the telephone.
- C. Mobility to work in a standard office environment, use standard office equipment, inspect District facilities in the field and to drive a motor vehicle.

Working Conditions:

- A. Attend meetings outside of normal working hours.

Licensing and Certification:

- A. Must possess a valid California Class C driver's license and have a satisfactory driving record.
- B. Must be bondable by District's fidelity bond insurer.

Education and Experience:

Equivalent to graduation from a four-year college or university with a bachelor's degree or higher in engineering or a related field and five (5) years' experience in an increasingly responsible public agency management position. Familiarity with water and/or wastewater processes are desirable.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION 2005-959**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ELECTING TO ESTABLISH A HEALTH BENEFIT VESTING REQUIREMENT FOR FUTURE
RETIREES UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

WHEREAS, Government Code 22893 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act may amend its resolution to provide a post retirement vesting requirement to employees who retire for service, and

WHEREAS, Nipomo Community Services District certifies employees are not represented by a bargaining unit and there is no applicable memorandum of understanding, and

WHEREAS, the credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Section 20069, except that not less than five years of that service shall be performed entirely with the Nipomo Community Services District; and

WHEREAS, the contribution for active employees cannot be less than what is defined in Section 22892(b);

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the Nipomo Community Services District, San Luis Obispo County, California, as follows:

1. That the employer's contribution for each retired employee first hired on or after the effective date of this resolution shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of 100 percent of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus 90 percent of the weighted average of the additional premiums required for enrollment of family members in the four health benefits plans that have the largest number of enrollments during the fiscal year to which the formula applied plus Administrative fees and Contingency Reserve Fund, and be it further
2. That the percentage of employer contribution payable for post retirement health benefits for each retired employee shall be based on the employee's completed years of credited service based upon Government Code Section 22893; plus administrative fees and Contingency Reserve Fund assessments.

Upon motion of Director Winn, seconded by Director Trotter, and on the following roll call vote, to wit:

AYES: Directors Winn, Trotter, Wirsing, Eby and Vierheilg
NOES: None
ABSENT: None
ABSTAIN: None

the foregoing Resolution is hereby adopted this 14th day of December 2005.

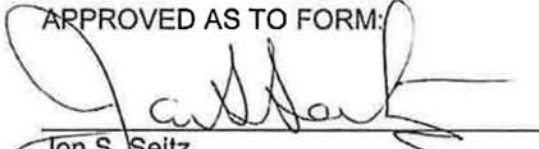


Lawrence Vierheilg, President
Nipomo Community Services District

ATTEST:



Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:


Jon S. Seitz
District Legal Counsel