

CONFLICT-OF-INTEREST CODE

Lindmore Irrigation District

(Name of Agency)

The Political Reform Act (Government Code §§ 81000 *et seq.*) requires local government agencies to adopt and promulgate a conflict-of-interest code. This code is designed to ensure that board members and employees of this agency do not engage in government decision-making in which the officer or employee may have a personal financial interest. In addition, board members and decision-making employees designated in the agency's code¹ are required to file periodic public statements disclosing their personal economic interests (Form 700).²

The Fair Political Practices Commission has adopted a regulation that contains the terms of a model conflict-of-interest code. Therefore, the terms of 2 Cal. Code of Regs., Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by this reference and, together with the attached **APPENDIX A** (DESIGNATED POSITIONS), and **APPENDIX B** (DISCLOSURE CATEGORIES), constitutes the conflict-of-interest code of this agency.

Persons serving in designated positions (**APPENDIX A**) shall file periodic disclosure statements (Form 700) with this agency, as required by law, and pursuant to notice from this agency's filing officer. The disclosure statements shall be retained by the agency for no less than seven years, and shall be made available for public inspection and reproduction upon request.

Adopted by Agency: Lindmore Irrigation District

Date: October 13, 2020

Approved by Tulare County Board of Supervisors:

Date: December 8, 2020

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¹ Government Code section 82019

² Government Code section 87302(b)

**CONFLICT OF INTEREST CODE
FOR
LINDMORE IRRIGATION DISTRICT**

APPENDIX A - Designated Positions

<u>Position</u>	<u>Disclosure Category</u>
Members and Alternates of the Board of Directors	1, 2
Secretary	1, 2
Attorney	1, 2
General Manager	1, 2
Collector/Assessor	1, 2
Consultants/New Positions	*

Note: The position of Attorney is filled by outside consultants but acts in staff capacity.

*Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The Agency may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Agency's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov't. C. § 81008.)

APPENDIX B (DISCLOSURE CATEGORIES)

Designated persons in the following categories must disclose:

1. **Full Disclosure:**

All interests in real property located entirely or partly within this Agency's jurisdiction or boundaries, or within two miles of this Agency's jurisdiction or boundaries or of any land owned or used by this Agency. Such interests include any leasehold, ownership interest or option to acquire such interest in real property.

All investments, business positions, ownership and sources of income, including gifts, loans and travel payments.

2. **Full Disclosure (excluding interests in real property):**

All investments, business positions, ownership and sources of income, including gifts, loans and travel payments.

3. **Interests in Real Property (only):**

All interests in real property located entirely or partly within this Agency's jurisdiction or boundaries, or within two miles of this Agency's jurisdiction or boundaries or of any land owned or used by this Agency. Such interests include any leasehold, ownership interest or option to acquire such interest in real property.

4. **General Contracting (two options):**

A. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, from sources that provide, or have provided in the last two years, leased facilities, goods, supplies, materials, equipment, vehicles, machinery, services, or the like, including training or consulting services, of the type utilized by the Agency.

(Intended for employees whose duties and decisions involve contracting and purchasing for the entire Agency.)

B. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, from sources that provide, or have provided in the last two years, leased facilities, goods, supplies, materials, equipment, vehicles, machinery, services, or the like, including training or consulting services, of the type utilized by the employee's department or area of authority.

(Intended for employees whose duties and decisions involve contracting and purchasing for a specific department or area of authority.)

5. **Regulatory, Permit or Licensing Duties (two options):**

A. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before this Agency.

(Intended for employees of agencies that license or regulate.)

B. All investments, business positions and income, including gifts, loans and travel payments, from sources that either contract to provide education or training required by the this Agency to qualify for or maintain a license, or entities that provide education or training services which courses or curricula are approved by this Agency.

(Intended for employees of agencies that license occupations or approve classes or curricula to obtain or maintain any occupational license.)

6. **Grant/Service Providers/Agencies that Oversee Programs (two options):**

A. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through this Agency.

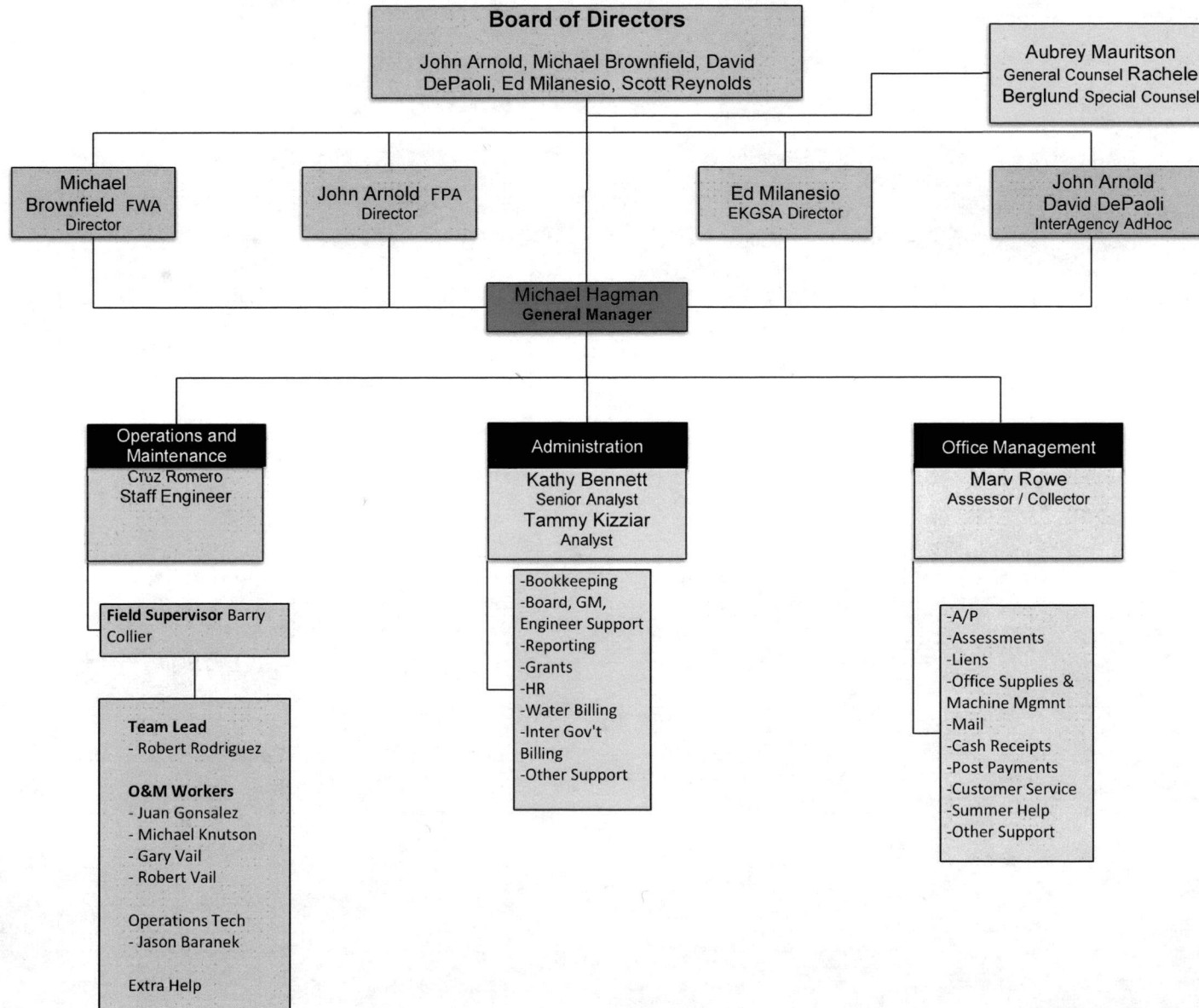
(Intended for employees whose duties and decisions involve awards of monies or grants to organizations or individuals.)

B. All investments, business positions, ownership and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to offer or provide consulting, rehabilitative or educational services concerning the prevention, treatment or rehabilitation of persons.

(Intended for employees who also approves programs for rehabilitative services.)

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LINDMORE IRRIGATION DISTRICT ORGANIZATION CHART



LINDMORE IRRIGATION DISTRICT

JOB DESCRIPTION

Office Administrator/Assessor Collector

Hourly Rate: \$25.00 – \$35.00

Work demand: 30-32 hours a week



SUMMARY: Under general supervision by the General Manager, performs a wide variety of responsible tasks to administer the front office, payment processes, customer relations, recordkeeping, and file management; and other related work, as required.

ESSENTIAL FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to the following:

- Create an office of organization, typically accomplished by meeting customer needs, secure payment processes, water ordering, vendor relations for office machines and services, interface with title companies and local agencies on parcel owner management, sending/receiving mail and orders, office cleanliness and stocking, and other similar functions.
- Provide assistance to department management, other District personnel, and the public regarding administrative, fiscal or operational issues, policies, and procedures.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines: Five years of increasingly responsible administrative experience with a local government. Supervisory experience preferred. College degrees with course work in a closely related field is desirable and can substitute for experience.

Knowledge of:

- Concepts, theories, principles, methods and practices of organizational and municipal government administration.
- Accounting procedures, practices, and their relationship to accounts payable, accounts receivable, vendor/customer management, etc.
- Applicable state, federal and local laws and regulations.
- Report preparation and presentation methods.
- Organizational structures and planning.
- Legal, ethical, and professional rules of conduct for public sector employees.
- Computer software applications used to create spreadsheets, reports, presentations and accounting.

Skills in:

- Providing efficient customer service and communicating clearly and objectively both verbally and in writing.
- Organizing with the ability to prioritize work and exercise independent judgment, wisdom, common sense, and initiative.
- Thoroughly carrying out oral and written instructions.
- Exercising extreme discretion when dealing with sensitive or confidential matters.
- Gathering pertinent facts, making thorough analyses, and arriving at sound conclusions.
- Reporting information in clear, complete, and logical form.
- Working independently or as part of a team to organize and complete detailed assignments with minimal direction.
- Properly interpreting and making decisions in accordance with laws, regulations, and policies.
- Planning and presenting clear, concise, and effective presentations to staff and supervisors
- Simultaneously performing various work activities consistent with goals and priorities.
- Evaluating programs and services from an operational and productivity standpoint and recommending opportunities for efficiency.
- Establishing and maintaining effective working relationships with those contacted in the course of work, including District and other government officials, customers, vendors, and the general public; and applying safe work practices.

LICENSE AND CERTIFICATION REQUIREMENTS: Must possess a valid California class "C" driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT: Work is performed in an office environment and in close proximity to other workers. Incumbent shall be exposed to those conditions normally encountered in a business office environment. Physical demands are light, consisting primarily of sitting, standing and walking. Incumbent must have the stamina to work long hours and attend night meetings after regular working hours. May need to work an irregular schedule, which may include weekends, holidays, evenings and/or varying hours.

EMPLOYMENT AGREEMENT BY AND BETWEEN MICHAEL D. HAGMAN AND THE BOARD OF DIRECTORS OF THE LINDMORE IRRIGATION DISTRICT

RECITALS

The Board of Directors of the Lindmore Irrigation District (District) located at 315 E. Lindmore Street (P.O. Box 908), Lindsay CA 93247 desires to continue to employ the services of Michael D. Hagman (Hagman) of 22665 Avenue 178, Porterville Ca 93257 as the General Manager-Treasurer-Secretary of the District. Hagman desires to continue to serve as General Manager-Treasurer-Secretary of the District.

The parties by execution of this agreement, agree that all earlier agreements, amendments, understandings, communications, representations, or promises are hereby revoked and superseded by this agreement.

AGREEMENT

1. TERM. This agreement shall be for a term of five (5) years commencing January 1, 2018 and concluding December 31, 2022.
2. SALARY.
 - a. Annual salary for the District's General Manager role work is set at \$190,641.12 effective January 1, 2018
 - b. Annual salary for the Executive Director role of the East Kaweah GSA on behalf of the District is set at \$42,000 effective January 1, 2018.
3. COST OF LIVING INCREASES. On January 1 of each year of the agreement, each salary described in Term 2, will be increased/decreased over the prior year as recognition of a cost of living increase. The increase will equal the Consumer Price Index – All Cities/All Items (October vs. October).
4. FREQUENCY OF PAYMENT. Hagman shall receive his annual salary (\$232,641.12) in equal, bi-monthly installments through twenty-four (24) pay periods during the year (15th and the final day of each month) in the amount of \$9,693.38 per pay period (24 payments).
5. INVESTMENT STIPEND. Included in the salary in Term 2a, is a \$12,000 annual stipend (\$1,000 monthly) as recognition of Hagman's investment responsibilities. Such payments to Hagman will continue if the District's invested assets return a profit greater than what would have been generated if those assets were entirely invested in the Local Agency Investment Fund (LAIF). Such stipend payments will cease for each month the annualized profit variance (difference between LAIF and the GM invested return) is less than the \$12,000 and the stipend will resume the next month that the annualized profit variances are again greater than \$12,000.

6. HEALTH INSURANCE AND PENSION PLAN. Hagman **WILL NOT** be provided District contributions to his pension plan or health insurance plan. He may, at his own expense, participate in the District's Deferred Compensation Plan and Health Insurance program.
7. OTHER BENEFITS. Hagman may participate in all the other benefits afforded to other employees of the District. Such benefits are defined in the District's Employee Handbook and include vacation and sick time, Section 125 plan benefits, dental insurance, vision insurance, life insurance, and others. Hagman may participate at the same District contribution levels afforded to all other employees except as otherwise provided in this agreement.
8. VEHICLE. Hagman shall be allowed to use a District vehicle for commuting to and from work or while attending District business (including East Kaweah GSA business needs). The costs of operating and maintaining the vehicle for Hagman, will be the District's responsibility.
9. MEETINGS. When attending meetings out of Tulare County, the Board would like to ascertain the worth of those meetings. The Board's goal is to gain value out of the dollars they spend. Therefore, Hagman's goal of attending those meetings is to bring more water or other direct benefit to the District by networking or developing creative solutions to water/cost efforts. Hagman is tasked with reporting on those meetings at a subsequent Board meeting through a memo to the Board of Directors.
10. MONTHLY BOARD MEETINGS. Hagman is tasked with providing all Board meeting actions items in staff report on paper. Hagman may use electronic visual presentations to enhance the presentation.
11. RESIGNATION AND TERMINATION. This agreement is subject to termination in accordance with the following terms:
 - a. Either party may cancel this contract at any time with the consent of the other party with mutually agreed separation terms.
 - b. Termination without cause. Either party may cancel the contract without cause with thirty (30) days' notice and by paying one month's salary (\$19,386.76).

If, however, Hagman is terminated because of conviction of any criminal offense involving moral turpitude, then District shall have no obligation to continue the employment of Hagman or to pay the severance set forth in this paragraph. If Hagman is charged and ultimately convicted of a crime involving an abuse of his office or position, all severance payments shall be fully reimbursed to District. If Hagman is terminated because he is charged with a crime involving abuse of office, District may deposit the severance payment with an independent escrow officer. If Hagman is convicted of a crime involving abuse of office, the escrow officer shall refund the severance pay to District. If Hagman is acquitted of the charge, the escrow officer shall deliver the severance pay to Hagman.

c. Termination for cause.

- i. **The Board** may cancel this contract without any promise of continued earnings for cause. Cause can include, but is not limited to the following: breach of contract, criminal activities, neglect or dereliction of duty, failure to comply with orders or adhere to policies of the Board, insubordination, conviction of a crime of moral turpitude or any such act or acts that would cast discredit on the District or substantially interfere with Hagman's ability to conduct the business affairs of the District.

Prior to the termination for cause, the Board shall give notice thereof to Hagman and provide Hagman with an opportunity to be heard by the Board prior to reaching its decision. Such meeting shall be held in closed session unless Hagman requests otherwise.

- ii. **Hagman** shall be permitted to terminate this agreement without making the payment required by section 11(b) above in the event the Board takes any illegal action, requests Hagman take any illegal action, takes action to control Hagman's personal affairs or any other activity that could discredit Hagman's reputation or ability to function in his role as General Manager, or for opportunity of continued employment at the District or anywhere else. Prior to such action, GM Hagman will allow the Board to convene a meeting and present its basis for their actions.

- d. No matter the cause for termination, all dollars, accruals or any other pay earned prior to termination, will be made to Hagman. Further, Hagman authorizes any money owed to the District by Hagman to be withheld from any final payments the District would be making to Hagman. In the case that such payments are not substantial enough to pay for what is owed to the District, Hagman will be required to make payment for the balance in guaranteed funds no less than thirty (30) after the termination of this agreement.

12. TRAINING. Hagman will attend training (at the District's expense) on any state, federal or district mandated requirements and service as required by other associated governments for his officer positions (Secretary-Treasurer) as well as his role as General Manager. Hagman will also maintain records associated with such requirements and trainings. Any training that requires travel will require GM Hagman to comply with Term 8 regarding travel.

- a. Hagman will track and insure all Board members are offered to attend any mandated/required training. Such training will be at the District's expense.

13. EVALUATION. Hagman shall present annually to the Board a self-evaluation of his service at the District for the past year. This must occur prior to the end of each year. Such information shall be reviewed, by the Board in closed session and shall remain confidential to the extent allowed by law.

- b. Should the Board wish to perform an evaluation of Hagman's service with the District at any time, such evaluation will be conducted in closed session.

14. PERSONNEL MANUAL. Hagman shall comply with the District Personnel Manual, which is subject to revision, unless said manual conflicts with the terms of this agreement. In that case, the terms of this agreement shall govern.

DIRECTORS:

JOHN A. ARNOLD

DAVID E. DePAOLI

RONNIE D. ADAM

MICHAEL R. BROWNFIELD

ED MILANESIO

CONTRACTOR:

MICHAEL D. HAGMAN

APPENDIX A

Salary History:

YEAR	SALARY	OTHER	Vacation Pay Out	VEHICLE/ TRAVEL	Hagman Increased Cost of Benefits	BENEFITS	TOTAL	Percent Change
2007	110,000	-	-	4,753	-	31,038	145,791	
2008	112,750	-	-	7,621	-	34,611	154,982	6.30%
2009	115,569	12,000	2,222	5,929	-	37,222	172,941	11.59%
2010	118,458	12,000	2,278	5,179	-	34,237	172,152	-0.46%
2011	121,419	12,000	2,335	4,533	-	36,001	176,288	2.40%
2012	124,455	12,000	2,393	8,076	-	32,442	179,366	1.75%
2013	127,566	12,000	2,453	7,786	-	31,849	181,654	1.28%
2014	130,755	12,000	2,515	7,846	-	33,604	186,720	2.79%
2015	186,720	-	-	-	(2,775)	1,877	185,822	-0.48%
2016	186,720	-	-	-	(3,289)	1,901	185,332	-0.26%
2017	186,720	-	4,500	756	(4,120)	1,968	189,824	2.42%
2018	190,641	42,000	4,500	-	(1,805)	2,088	237,424	25.08%
2019	194,454	42,840	4,563	6,488	(2,750)	2,172	247,767	4.36%
2020	198,343	43,697	4,655	6,488	(2,750)	2,258	252,691	1.99%
2021	202,310	44,571	4,748	6,488	(2,750)	2,349	257,715	1.99%
2022	206,356	45,462	4,843	6,488	(2,750)	2,443	262,842	1.99%

2019 – 2022 are estimates based on 2% CPI