

**RESOLUTION NO. 24-1070**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF JOSHUA BASIN  
WATER DISTRICT APPROVING THE EMPLOYMENT OF A CALPERS  
ANNUITANT (DIRECTOR OF OPERATIONS) PURSUANT TO CALPERS  
REQUIREMENTS**

**WHEREAS**, Ray Kolisz (“Mr. Kolisz”) has previously received a service retirement under the CalPERS retirement system; and

**WHEREAS**, Mr. Kolisz reached the normal retirement age prior to receiving his CalPERS service retirement and had a separation from service of more than 180 days following the date of his retirement; and

**WHEREAS**, the position of Interim Director of Operations is available because the Director of Operations is currently vacant; and

**WHEREAS**, the District has initiated a recruitment for the vacant Director of Operations position; and

**WHEREAS**, performance of the Interim Director of Operations position requires specialized skills, which Mr. Kolisz possesses as demonstrated by his prior service as General Manager of 29 Palms Water District and his service as an independent contractor for the District in providing assistance to the General Manager; and

**WHEREAS**, the District intends to employ Mr. Kolisz as a retired annuitant in accordance with CalPERS rules and procedures.

**NOW, THEREFORE**, the Board of Directors of the Joshua Basin Water District hereby resolves, determines, and orders as follows:

1. The above recitals are true and correct, and are incorporated herein as findings of the Board by this reference.
2. Mr. Kolisz is appointed to serve as Interim Director of Operations based on the specialized skills he possesses and which are needed in performing the duties of the position, effective on December 16, 2024.
3. In accordance with CalPERS rules, Mr. Kolisz shall be placed on Step 12 of the existing Director of Operations salary schedule with an hourly rate of pay of \$90.39 per hour.
4. Mr. Kolisz may only be appointed once to the Interim Director of Operations position and shall not exceed 960 hours of service per fiscal year.
5. Mr. Kolisz shall not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate.

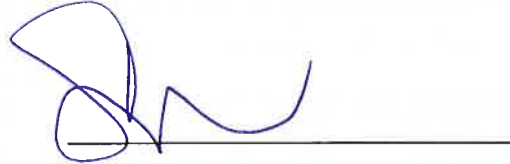
6. Mr. Kolisz's service as Interim Director of Operations shall end no later than 60 days following the hiring of a candidate for the Director of Operations position.

**PASSED AND ADOPTED** this 4th day of December 2024, pursuant to the following votes:

AYES: 4  
NOES: 0  
ABSENT: 1  
ABSTAIN: 0



Thomas Floen, President



Sarah Johnson, General Manager

**INTERIM DIRECTOR OF OPERATIONS EMPLOYMENT AGREEMENT  
BETWEEN  
JOSHUA BASIN WATER DISTRICT AND RAY KOLISZ**

This Employment Agreement ("AGREEMENT") is made entered into effective as of December 16, 2024 ("Effective Date"), by and between JOSHUA BASIN WATER DISTRICT (hereinafter "DISTRICT") and RAY KOLISZ (hereinafter "KOLISZ"). The DISTRICT and KOLISZ may be referred to herein as "PARTY," or collectively as "PARTIES."

**RECITALS**

**WHEREAS**, the DISTRICT is a county water district organized and operating pursuant to Division 12 (commencing with Section 30000) of the California Water Code;

**WHEREAS**, the DISTRICT intends to update the job description for the vacant position of DIRECTOR OF OPERATIONS ("POSITION"), and to thereafter conduct a recruitment to select a long-term candidate for the POSITION;

**WHEREAS**, the DISTRICT seeks a qualified individual to occupy the POSITION on a temporary basis until the recruitment results in retention of a permanent, long-term candidate;

**WHEREAS**, KOLISZ previously worked for DISTRICT from 1989 through 1993, and last held the position of Maintenance Worker I;

**WHEREAS**, KOLISZ retired as General Manager of 29 Palms Water District in 2022;

**WHEREAS**, KOLISZ recently worked with the DISTRICT as an independent contractor between November 2022 and June 2024, providing assistance to the GENERAL MANAGER on among other things technical assistance, oversight, and guidance on regulatory requirements;

**WHEREAS**, KOLISZ affirms that he has read and affirms he can perform the functions, responsibilities, and duties of the POSITION as set forth in the current job description for the POSITION, which is attached hereto as Exhibit "A";

**WHEREAS**, KOLISZ represents that he is qualified to perform such services in the POSITION.

NOW, THEREFORE, the PARTIES agree as follows:

**AGREEMENT**

**Section 1. Incorporation of Exhibits and Recitals.** The recitals set forth above and exhibits attached hereto are hereby incorporated into this AGREEMENT as though set forth in full by this reference. With respect to the DISTRICT's Employee Handbook, as approved by the Board of Directors, such handbook shall apply to the employment of the Director of Operations except when in conflict with the provisions of this AGREEMENT.

**Section 2. Term and Conditions.** The DISTRICT hereby employs KOLISZ to serve as an interim DIRECTOR OF OPERATIONS, effective on December 16, 2024. KOLISZ's employment is subject to CalPERS rules and procedures related to employment of a CalPERS annuitant.

**Section 3. Compensation.** In accordance with CalPERS rules, KOLISZ shall be placed on Step 12 of the existing salary schedule for the POSITION, with an hourly rate of \$90.39. KOLISZ shall not work more than forty (40) hours per week unless prior written permission is received by the General Manager. KOLISZ shall not receive any other benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate.

**Section 4. Duties.** In serving in the POSITION, KOLISZ is authorized to perform all duties assigned to the POSITION and such functions as the General Manager shall from time-to-time assign.

**Section 5. CalPERS 960 Hour Limitation.** KOLISZ shall not exceed 960 hours of service to the DISTRICT (or a combined 960 hours of service to the DISTRICT and other CalPERS-participating agencies) per fiscal year. KOLISZ shall report any other service performed to CalPERS-participating agencies during each fiscal year applicable under this AGREEMENT to the DISTRICT's General Manager, and so that the PARTIES can ensure that the 960 hour limitation is not exceeded.

**Section 6. Duration and Termination.** The term of this AGREEMENT may be terminated by the General Manager at any time. KOLISZ may terminate this AGREEMENT upon sixty (60) calendar day notice to the General Manager. No compensation or severance of any kind shall be payable upon termination of this AGREEMENT, other than any compensation due and owing under this AGREEMENT through the last effective date of employment. The PARTIES understand and agree that the temporary employment relationship created by this AGREEMENT is "at-will" and that KOLISZ shall serve at the will and pleasure of the General Manager, and may be terminated at any time, without notice or without cause. Nothing in this AGREEMENT, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the General Manager to terminate, without cause or right of appeal or grievance, the services of KOLISZ at any time and without notice. Notice of termination shall be delivered personally or by mail. Further, the term of this AGREEMENT may not exceed eighteen (18) months from the EFFECTIVE DATE.

**Section 7. Unemployment Insurance Certification.** By signature below, and in accordance with CalPERS requirements at Government Code section 7522.56(e)(1), KOLISZ certifies that he has not received any unemployment insurance compensation arising out of prior employment with a public employer during the twelve (12) month period prior to appointment as Director of Operations for the DISTRICT under this AGREEMENT.

**Section 8. Indemnification.** The DISTRICT shall defend, hold harmless and indemnify KOLISZ against any tort, professional liability, claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of KOLISZ's services in the POSITION, except that this provision shall not apply with respect to

any intentional tort or crime committed by KOLISZ, or any actions outside the course and scope of his temporary employment in the POSITION.

**Section 9. Indemnification for CalPERS Claimed Overpayments.** The DISTRICT agrees to defend and indemnify KOLISZ for any fees, fines, penalties, contributions or other monetary damages claimed, asserted, or alleged against KOLISZ by CalPERS as a result of his employment with the DISTRICT in the POSITION upon a finding by CalPERS that the DISTRICT failed to keep or report KOLISZ's accurate hours worked, and where KOLISZ provided accurate hours worked to the DISTRICT. KOLISZ agrees he will accurately report all hours worked to the DISTRICT and attest that the hours he reports are correct and accurate.

**Section 10. Successors and Assigns.** The terms and conditions of this AGREEMENT shall inure to the benefit of and be binding upon the DISTRICT'S successor agency or entity as the case may be.

**Section 11. Modifications.** Modifications of this AGREEMENT may only be made by formal, written amendment approved and executed by both PARTIES.

**Section 12. Severability.** If any provision of 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 and effect without being impaired or invalidated in any way.

**Section 13. Construction.** This AGREEMENT shall not be construed more strongly against either party regardless of which party prepared it.

**Section 14. California Law and Venue.** This AGREEMENT shall be governed by the laws of the State of California. Proper venue for any litigation concerning this AGREEMENT shall be in San Bernardino County.

**Section 15. Notices.** Notice pursuant to the AGREEMENT shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**To DISTRICT:**

General Manager  
Joshua Basin Water District  
61750 Chollita Rd.  
Joshua Tree, CA 92252

**To KOLISZ:**

Mr. Ray Kolisz  
83 N Castle Drive  
Cedar City, UT 84720

**Section 16. Amendment of Agreement.** Any amendment to this AGREEMENT shall be in writing, in the form of a written addendum or amendment, which shall be approved by the BOARD and KOLISZ.


**Section 17. Headings and References.** The headings of this AGREEMENT are for reference purposes only, and should not be interpreted to limit or define the meaning of the provisions of this AGREEMENT.

**Section 18. Counterparts.** This AGREEMENT may be executed in counterparts. Each of the counterparts when so executed and delivered, shall be deemed an original and, taken together, shall constitute one and the same instrument. This AGREEMENT may be executed by facsimile or by scanning the original signature into .pdf format and communicating said signature via electronic mail ("Scanned Signature"). A facsimile signature or Scanned Signature shall be deemed to be an original signature on this AGREEMENT.

**Section 19. Entire Agreement.** This AGREEMENT contains the entire agreement and understanding between the PARTIES. There are no oral understandings, terms or conditions, and the PARTIES have not relied upon any representation, express or implied, not contained in this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have duly approved and executed this AGREEMENT on December 16, 2024.

JOSHUA BASIN WATER DISTRICT

  
\_\_\_\_\_  
Sarah Johnson, General Manager

INTERIM DIRECTOR OF OPERATIONS

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment as temporary Director of Operations for Joshua Basin Water District.

  
\_\_\_\_\_  
Ray Kolisz (Dec 5, 2024 14:50 MST)

Ray Kolisz

[ATTACH JOB DESCRIPTION AS EXHIBIT A]



# JOB DESCRIPTION

<b>POSITION</b>	Director of Operations	<b>SAFETY SENSITIVE</b>	No
<b>SALARY RANGE</b>	Range 53	<b>ESTABLISHED DATE</b>	11/18/20
<b>FLSA STATUS</b>	Exempt	<b>REVISION DATE(S)</b>	
<b>HOURS – FT/PT</b>	Full Time		

## SUMMARY

Under administrative direction, directs, manages, supervises, and coordinates the activities within the Operations Department, including Water Transmission and Distribution, Water Operations and Maintenance, Water Production, Field Service, and the Capital Improvement Replacement Program. This position is responsible for the management, development, and administration of programs such as Water Quality, Water Production, Water Storage and Recharge, Water Distribution, Safety, GIS, Engineering, and Regulatory. Provides highly responsible and complex assistance to the General Manager, other internal departments, and outside agencies.

## DISTINGUISHING CHARACTERISTICS

The position is characterized by the high-level of professional, operational, technical, and administrative expertise required to perform the duties of the position, as well as the accountability and responsibility this position has to the General Manger, Board of Directors, and customers of the District. This employee must have the ability to perform diverse and complex work, which requires strong interpersonal, leadership, communication, and problem-solving skills; the ability to work without extensive supervision; and the ability to prioritize, lead, and direct. This employee must participate as a member of the District’s executive management team and contribute actively in addressing issues of concern to the District, which at times may not have a direct impact on the employee’s area of specialization.

## SUPERVISION RECEIVED/EXERCISED

This position receives general direction from the General Manager. This position will supervise, lead, and provide training for assigned employees. This position handles difficult and complex assignments with minimal oversight and serves as Chief System Operator.

## EXAMPLES OF DUTIES

*Job Descriptions are only intended to present a description summary of the range of duties and responsibilities associated with specified position. Therefore, job descriptions **may not** include all duties performed by individuals within the position. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.*

### Essential Functions:

- Develops and implements goals, objectives, and work standards for assigned departments and projects; identifies problems, determines analytical approach, evaluates alternative courses of action, and makes recommendations regarding such areas as organizational structure, staffing requirements, cost analysis, productivity, and procedure modifications.
- Manages and oversees operation of assigned divisions including after-hours response; develops and implements goals, objectives, and works standards for the department; monitors workload, output, and efficiency of assigned divisions; plans, schedules, supervises, reviews, and evaluates the work of assigned staff; monitors assigned employees attendance, and reviews and processes timecards; provides training and development to assigned staff; provides assistance to staff in resolving problems.

- Participates in the selection of staff; evaluates subordinate supervisors and reviews evaluations of other staff; conducts or directs staff training and development; approves leave requests; recommends disciplinary actions.
- Holds regular meetings with staff to communicate expectations, receive feedback, resolve problems, develop trusting relationships, provide motivation and employee recognition, stays abreast of staff's work activities, and provide required resources for work assignments.
- Provides long-range planning and development of all District functions within the Operations and Maintenance Department; participates in the District's strategic planning process.
- Researchs,ensures compliance with all regulatory requirements
- Supervises water production and quality functions; ensures compliance with all regulatory requirements and stays apprised of proposed regulations; works with accredited laboratory; monitors and analyzes test results; manages all aspects of regulatory reports.
- Develops and writes grant proposals, persuasively communicate the District's mission and programs to potential funders; assembles and submits grant requests, including letters, proposals, budgets, and presentations; monitors awarded grant deliverables.
- Develops budgets, provides budget projections, approves purchases, and monitors the costs and financial status of assigned departments and projects.
- Reviews acquisition requirements and develops recommendations regarding purchase, services, and equipment.
- Develops, reviews, and provides input for the development and administration of contracts for assigned departments and projects.
- Coordinates operations and maintenance activities with other District functions.
- Develops, maintains, and implements policies and procedures for assigned departments.
- Prepares or directs the preparation of a wide variety of information and background materials for the Board of Directors; attends and may present at Board and Committee meetings.
- Meets with other government agencies, community groups, boards, developers, contractors, and the general public in relation to assigned work activities.
- Performs duties in a professional manner; establishes and maintains cooperative working relationships with co-workers, outside agencies, and the public.
- Maintains regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Observes safe work practices and safety methods; serves as within the incident command structure during emergency events.
- Performs other special projects and duties as assigned.

#### **MINIMUM QUALIFICATIONS**

*The following are representative of the qualifications necessary to perform the essential duties of the position.*

Any combination of education and experience which would likely provide the necessary knowledge and abilities may be qualifying.

#### **Experience:**

- A minimum of ten years of broad and extensive experience at a California water district, including four years of increasing responsibility in supervisory experience in the operations, planning, design, construction and maintenance of water, treatment, and distribution facilities. Proven experience at a supervisory, or managerial level to include the administration of a variety of projects is highly desirable.

#### **Education and/or Training:**

- A typical way to obtain the knowledge, skills, and abilities outlined in this job description is possession of a completed a four-year degree from an accredited college or university with a major in public administration, business, civil engineering, water science, or closely related field.



**Certificates, Licenses, Registration:** Must possess and maintain, or have the ability to obtain within 9 months of appointment:

- State Water Resources Control Board (SWRCB) **Grade III or higher** Water Distribution Operator Certificate.
- State Water Resources Control Board (SWRCB) **Grade I or higher** Water Treatment Operator Certificate.
- Project Management certification and/or experience highly desirable.

**Other Requirements:** Must possess and maintain valid California Class C Driver's License.

<b>PERFORMANCE EXPECTATIONS: KNOWLEDGE, SKILLS, AND ABILITIES</b>
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*The following are representative examples of KSA's necessary to perform the essential duties of the position.*

**Knowledge:**

- Thorough knowledge of the methods; maintenance and repair; materials; and equipment used in a water distribution system.
- Thorough knowledge of the pertinent laws, codes, and safety rules and practices covering water systems.
- Thorough knowledge of District rules, policies and procedures.
- Thorough knowledge of various Microsoft Office products including Word, Excel, PowerPoint, and Outlook.
- Thorough knowledge of correct English grammar, punctuation, and spelling.
- Working knowledge of the use of modern office equipment including computer software applications related to the field of work.
- General knowledge of District operations and associated safety and chemical/hazardous materials issues.
- General knowledge of standard safety equipment used in public works occupations.
- General knowledge of practices and methods for designing employee training programs and materials.

**Skills:**

- Possess strong organizational skills.
- Possess strong verbal and written communication skills.
- Possess strong and proficient skills in prioritizing work assignments while being flexible in a dynamic work environment.
- Leadership and Supervisory skills.

**Abilities:**

- Ability to function effectively as a Manager and to ensure the proper maintenance, operation, and repair of District equipment and facilities.
- Ability to plan, organize, and prioritize work.
- Ability to maintain accurate records.
- Ability to read, understand and carry-out complex written and verbal instructions.
- Ability to read, understand, and interpret complex documents; drawings, and financial information.
- Ability to skillfully use and operate a variety of equipment and tools usual in an office setting.
- Ability to skillfully use and operate a variety of equipment and tools usual for the water industry.
- Ability to competently use computer hardware and software, computerized telemetry and its related hardware and software.
- Ability to make mathematical calculations with accuracy.
- Ability to establish and maintain cooperative and respectful working relationships with those contacted in the course of work.
- Ability to prepare reports requiring analysis of complex subject matter, including agenda and staff reports for Board of Directors meetings.
- Ability to work efficiently and productively when completing work tasks.

- Ability to evaluate workplace safety and security programs and practices and make sound recommendations for improvement.
- Ability to exercise sound independent judgment within policy guidelines.
- Ability to communicate effectively, orally and in writing.

**PHYSICAL AND MENTAL DEMANDS**

*The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Physical Demands:** Subject to reasonable accommodation in accordance with the requirements of the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA), possess the ability to lift and/or carry objects (no greater than 70 lbs.) on a periodic basis. Ability to bend, twist, turn, push, pull, reach, stoop, kneel, crouch, crawl and climb routinely, as well as perform repetitive motion tasks on a regular basis. Ability to stand and walk for extended time periods, often on uneven terrain. Ability to sit for extended time periods and use office equipment such as computer terminals, copy and fax machines on a regular basis. Requires normal range hearing and vision.

**Work Environment:**

- **Outside:** Ability to work in an outdoor environment that may experience extremes in weather and temperature conditions.
- **Driving:** Duties require the operation of District vehicles and heavy to light equipment on a regular basis.
- **Inside:** The administrative duties of this position are primarily conducted indoors, in an office or shop setting.
- **Fumes/Gasses:** Duties of this position require work in an environment with exposure to dust, dirt, fumes, and vapors.
- **Noise/Vibration:** Noise levels expected in an outdoors or shop setting from machinery or heavy equipment are expected. Noise levels expected of an office or indoor setting are also expected.

**Equipment Use:** Standard office equipment such as computer hardware and peripherals, binding machines, copy machines, scanning machines, fax machines, and telephone.

**Mental Demands:** While performing the duties of this class, an employee is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; perform highly detailed work on multiple, concurrent tasks; communicate orally with District staff in face-to-face, one-to-one, and group settings; and interact with District managers, staff, officials of other governmental agencies, community and professional groups, staff and other organizations.

**Safety:** Follows and enforces proper safety practices at all times. Ensures compliance with the District's Injury and Illness Prevention Program.

**Travel:** Regular travel to District sites, attend hearings, workshops, meetings, and seminars as required.

**Other:** Position subject to extended work hours and attend evening meetings.

**EMPLOYEE ACKNOWLEDGEMENT**

I have read the above and understand that it is intended to describe the general content of and requirements for performing the job listed. It is not an exhaustive statement of duties, responsibilities or requirements.

I understand that this description does not preclude my Manager or Supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties may be required from time to time to meet the needs of Joshua Basin Water District. I also understand this job description does not create an employment contract, implied or otherwise.

Ray Kolisz

Ray Kolisz

Dec 5, 2024

Print Employee Name

Employee's Signature

Date


# DOO Employment Agreement

Final Audit Report


2024-12-05

Created:	2024-12-05
By:	Audriana Sheehan (asheehan@jbwd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArqoksGHwA1QZYH-WCOuTzQ8f5eE6pSzW

## "DOO Employment Agreement" History


 Web Form created by Audriana Sheehan (asheehan@jbwd.com)  
2024-12-05 - 4:38:34 PM GMT

 Web Form filled in by Ray Kolisz (rnjkolisz@aol.com)  
2024-12-05 - 9:50:34 PM GMT

 Email verification link emailed to Ray Kolisz (rnjkolisz@aol.com)  
2024-12-05 - 9:50:36 PM GMT

 Email viewed by Ray Kolisz (rnjkolisz@aol.com)  
2024-12-05 - 9:50:59 PM GMT

 E-signature verified by Ray Kolisz (rnjkolisz@aol.com)  
2024-12-05 - 9:50:59 PM GMT

 Agreement completed.  
2024-12-05 - 9:50:59 PM GMT