

RESOLUTION NUMBER 27-2019

Adoption of a Resolution Approving an Employment Agreement with Peter Kampa for the Position of General Manager

WHEREAS, the Board of Directors desires to appoint an individual to the full time position of general manager of the District; and

WHEREAS, an employment agreement has been negotiated between the District and General Manager candidate Peter Kampa; and

WHEREAS, both parties believe it in the best interest of the District to enter into an employment agreement for the position of General Manager; and

WHEREAS, the terms and conditions of the employment agreement are included herewith and are to be included in the employment agreement prepared by District legal counsel.

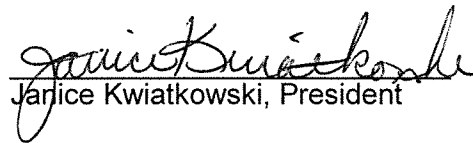
NOW, THEREFORE, BE IT RESOLVED that GROVELAND COMMUNITY SERVICES DISTRICT hereby approve the employment agreement with Peter Kampa effective immediately.


THE FOREGOING RESOLUTION was introduced at a special meeting of the Board of Directors held on the 14th day of May, 2019, and was passed by the following vote:

AYES: Directors Kwiatkowski, Swan, Edwards and Armstrong

NOES:

ABSENT: Director Mora


Jarlice Kwiatkowski, President

ATTEST: 
Jennifer L. Flores, Board Secretary

CERTIFICATE OF SECRETARY

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on May 14, 2019.

DATED: may 14, 2019

EMPLOYMENT AGREEMENT
GROVELAND COMMUNITY SERVICES DISTRICT
GENERAL MANAGER

This General Manager Employment Agreement (“Agreement”) entered into and effective this 14th day of May 2019 is made between Groveland Community Services District (“District”) and Peter Kampa (“Employee” or “General Manager”).

RECITALS

A. WHEREAS the District wishes to engage the services of Employee as the General Manager of the District and to provide certain compensation and to establish certain conditions of employment of the General Manager;

B. WHEREAS Employee desires to accept employment as General Manager under the terms and conditions contained in this contract;

C. WHEREAS, in consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

SECTION 1. DUTIES

A. The District hereby employs Employee as the General Manager to perform the functions and duties specified by the District and attached hereto as Exhibit A and incorporated herein by reference.

B. The General Manager position is a full-time, salaried, exempt position. Employee is expected to devote a great deal of time during and outside normal office hours to business of the District. The District acknowledges that Employee has other employment as the General Manager of Saddle Creek Community Services District. Except for his employment with Saddle Creek Community Services District, Employee shall not become employed by any other employer during the term of this Agreement, except upon written approval of the District.

C. Employee shall not engage in any activity that is or may become a conflict of interest or which may create an incompatibility of office as defined under California law.

SECTION 2 TERM

A. The term of this Agreement shall be five (5) years commencing on May 14, 2019 and continuing to May 14, 2024, subject to the termination, severance and resignation provisions set forth in this Agreement.

B. The parties understand that the General Manager’s employment is at the will of the District. Nothing in this Agreement shall prevent, limit or otherwise interfere with the Employee or the District’s right to terminate employment at any time in accordance with Section 4 of the Agreement.

SECTION 3 COMPENSATION AND BENEFITS

A. **Salary.** District agrees to pay the General Manager for his services an annual base salary of One Hundred Fifty Thousand Dollars (\$150,000.00) payable in installments as the same time and manner as other employees of the District (currently bi-weekly).

B. **Annual Performance Review.** The Board of Directors of the District shall annually review the performance of the General Manager. As part of the General Manager's annual review, the District shall also review and set the level compensation and benefits payable to the General Manager, based on performance, and establish new goals and objectives as appropriate.

C. **Benefits.** District will provide the General Manager with the same type and level of benefits as provided to other full time employees of the District, including, but not limited to holidays, sick leave, life insurance, medical insurance, dental insurance and vision insurance in accordance with the District's Personnel rules and policies. The General Manager will also be eligible for employer/employee contributions to the Public Employees Retirement System (CalPERS/PEPRA) to the same extent as other PEPRA employees and in accordance with the District's adopted policies.

D. **Vacation.** The General Manager shall receive on the effective date of the Agreement, ten (10) days of vacation time off. In each subsequent year of this Agreement, the General Manager shall accrue vacation at the rate of ten (10) days per year, up to a maximum of two-times the annual accrual rate (i.e. 20 days). Once the maximum is reached, all further accruals will cease until the General Manager has used the time and the accrued leave drops below the maximum.

E. **Administrative Leave.** The General Manager shall receive on the effective date of the Agreement, ten (10) days of paid administrative leave to use within the first year. In each subsequent year of this Agreement the General Manager shall receive ten (10) days of paid administrative leave on the anniversary date which may be used during that 1-year period. Any unused administrative leave remaining at the end of each 1-year period may not be rolled over to the next year.

F. **Personal Leave.** The General Manager shall receive on the effective date of the Agreement, ten (10) days of unpaid personal leave to use within the first year. In each subsequent year of this Agreement, the General Manager shall receive ten (10) days of unpaid personal leave on the anniversary date which may be used during that 1-year period. Any unused personal leave remaining at the end of each 1-year period may not be rolled over to the next year.

SECTION 4 TERMINATION OF EMPLOYMENT

A. **At Will Employee.** The General Manager serves at the pleasure of the District and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the District to terminate the services of the General Manager with or without cause. There is no express or implied promise made to the General Manager for any form of continued

employment. This Agreement is the sole and exclusive basis for an employment relationship between the General Manager and the District.

B. **Termination by Mutual Agreement.** This Agreement may be terminated at any time where the District and the General Manager mutually agree on the terms of such termination.

C. **Termination Not For Cause.** In the exercise of its sole discretion, the District may terminate the General Manager for reason other than cause upon thirty (30) days' written notice. If terminated under this provision, the District shall pay severance pay to the General Manager in an amount equal to six (6) months' salary if termination occurs prior to the last six (6) months of the term of this Agreement. If the Agreement is terminated pursuant to this section during the last six (6) months of the term of this Agreement, the District shall pay the General Manager in an amount equal to the number of months remaining on the term of the Agreement.

D. **Resignation of the General Manager.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to resign at any time from his position with the District. The General Manager may terminate this Agreement by submitting one hundred and twenty (120) days' written notice of his intention to resign. If the General Manager resigns his employment, he shall not be entitled to any severance pay.

E. **Termination for Cause, or in the Event of Death.** Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall terminate upon the death of the General Manager or in the event the General Manager is terminated by the District for "cause" as defined below. In the event of such termination under this section, the District shall be under no obligation to the General Manager under this Agreement except for prorated salary and benefits due and unpaid to the date of termination. "Cause" for termination employment shall include, by way of illustration and not limitation, any of the following acts or conditions on the part of the General Manager:

- (1) As provided in section 2924 of the California Labor Code, as the same shall be amended or replaced from time to time (willful breach of duty, etc.); or
- (2) Persistent disregard of duties, including without limitation, failure to perform duties and failure to correct such disregard.
- (3) Failure of good behavior either during or after duty hours which is of such a nature that it causes discredit to the District.
- (4) Conviction of a felony or entry of a plea of *nolo contendere* to a felony offense;
- (5) Conviction of, or entry of a pleas of *nolo contendere* to any crime involving moral turpitude or dishonesty.
- (6) Breach of this Agreement

(7) If the Employee is insubordinate or is grossly negligent in performing his duties.

(8) If the Employee violates any policies of the District that cause a substantial loss or damage or injury to the District's property or employees.

(9) If the Employee habitually fails to report to work;

(10) If the Employee commits actions of fraud, embezzlement, bribery, or other similar serious acts in connection with Employee's employment with the District.

F. **Disability Termination.** If Employee shall, for whatever reason, become incapable of performing any of the essential functions of his position, even with reasonable accommodation by the District, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. As the General Manager position requires Employee to devote a great deal of time both during and outside of normal office hours to the business of the District, Employee recognizes that granting a leave longer than the time period stated in this section may constitute an undue hardship on the District. In accordance with applicable law, any request for leave that does constitute an undue hardship shall be grounds for termination of this Agreement.

SECTION 5 PROFESSIONAL GROWTH AND STANDING

A. The District encourages the continuing professional growth of the General Manager through his participation in such activities such as those conducted by or sponsored by the California Special Districts Association (CSDA). To that end, the District shall support the General Manager's applicable for CSDA Board membership and related activities. Participation in such activities shall be considered normal work days.

B. The District shall proportionally fund the General Manager's attendance, including registration, travel, meals and related costs at industry functions and training activities, such as the CSDA annual conference, General Manager Summit, Legislative Action Days and similar activities. These activities shall be coordinated with the District and costs reimbursed in accordance with applicable District policies and rules and regulations.

SECTION 6 GENERAL PROVISIONS

A. **Law Governing Agreement.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

B. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether written or oral, between the District and the General Manager with respect to the General Manager's employment hereunder. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by the District and reduced to a fully executed written document.

C. **Notices.** Any notices given pursuant to the terms of this contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(i) DISTRICT:

Board President
Groveland Community Services District
P.O. Box 350
Groveland, CA 95321-0350

(ii) GENERAL MANAGER:

Peter Kampa
176 Bradford St.
PO Box 3221
Sonora, CA 95370

(iii) COPY TO:

Daniel J. Schroeder, Esq.
GCSD General Counsel
Neumiller & Beardslee
P.O. Box 20
Stockton, CA 95201-3020

Alternatively, notices required pursuant to this Agreement 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 date of deposit of such written notice in the course of transmission in the United States Postal Service.

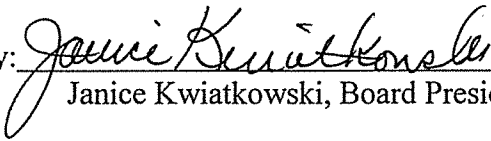
D. **Waiver.** No waiver by either party hereto with respect to performance of any other provision of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

E. **Assignment.** This Agreement is not assignable by the District or the General Manager.

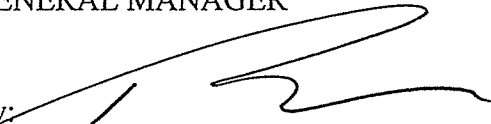
F. **Severability.** In the event that any provision of this Agreement has finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS THEREOF, the District has caused this Agreement to be signed and executed on its behalf by the Chair of the Board of Directors. It has also been executed by the General Manager on the date first above written.

GROVELAND COMMUNITY SERVICES DISTRICT

By: 
Janice Kwiatkowski, Board President

GENERAL MANAGER

By: 
Peter Kampa, General Manager

APPROVED AS TO FORM:

Daniel J. Schroeder, District Legal Counsel