

CALAVERAS PUBLIC UTILITY DISTRICT
506 W. Saint Charles Street, San Andreas, CA 95249

NOTICE OF SPECIAL MEETING AND AGENDA

TUESDAY, March 23, 2021

7:00pm

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CPUD for review by the public.

Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors exclusively by telephone conference until further notice. No attendance will be permitted by the public at the District office until further notice.

Based on guidance from the California Governor's Office and the Department of Public Health, in order to minimize the potential spread of the COVID-19 virus, please do the following:

- *Join the Conference Call meeting*
 - **Dial-in number (US):** (669) 900-9128
 - **Join the online meeting:**
 - <https://us02web.zoom.us/j/87597913929?pwd=ZzVldWxsSHdrK1lxYnkweEdYajFqdz09>
 - Meeting ID: 875 9791 3929
 - Passcode: 174595
- *Please mute your call before joining. This will limit technical difficulties with audio.*
- *Only unmute your call if the President has requested public comment on an item. Upon completing your comments please mute your call again.*
- *Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller.*
- *Do not talk over the top of any other callers. Conversations must be one at a time.*

1. Roll Call and Pledge of Allegiance

2. Public Comment (Limit: 3 min/person)

At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to 3 minutes per person.

Items for Board Discussion and/or Action

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

3. Discussion Regarding Status of District Operations and Provide Direction to General Manager

4. Consideration of Engagement of Interim General Manager

5. Authorization to Purchase new 2020 F350 Ford 4WD Super Cab

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6. Closed Session – Public Employee Appointment (Gov. Code § 54957)

Title: General Manager

Meeting with Gary Phillips of Bob Murray & Associates, District negotiator/recruiter for General Manager position.

7. Adjournment (Next Regular Meeting on April 13, 2021 at 7:00pm)



**EMPLOYMENT AGREEMENT
FOR INTERIM GENERAL MANAGER SERVICES**

THIS AGREEMENT is made and entered into on December 12, 2019, by and between the Calaveras Public Utility District, a public utility district formed under the laws of the State of California (“District”), and John Kingsbury, an individual (“Employee”), who agree as follows:

1. Employment. District appoints and employs Employee as interim General Manager of the District, and Employee accepts such employment, on and subject to the terms and conditions of this Agreement and Government Code sections 7522.56, 21221(h), and 21224 governing the employment of CalPERS retired annuitants. Employee warrants that he is not currently employed as a retired annuitant by another CalPERS employer and has not received any unemployment insurance compensation arising out of prior public employment in the twelve months previous to this appointment.

2. Term. The term of this Agreement shall commence on **March __, 2021** and will remain in effect until Employee works a total of 960 hours in a fiscal year (unless otherwise exempted), or upon the hiring of a new permanent General Manager and after a sufficient transition/training period as directed by the District’s Board of Directors, whichever is sooner, unless sooner terminated as provided by the termination provision in Section 10 below.

3. Duties. Employee’s duties under this Agreement will be those duties and responsibilities that are: (a) listed on the job description for the General Manager position as adopted and amended from time to time by the District Board of Directors, (b) described in the District’s ordinances, resolutions and policies, and (c) otherwise assigned or directed by the Board of Directors. Employee will be the chief executive officer of District and work under the direction and control of the Board of Directors. Employee at all times will act in the best interests of the District and perform his duties in a competent and professional manner.

4. Hours. Employee shall be available to work at such times as appropriate to fully and competently perform the duties of the position, regardless of the number of hours or time of day or week involved. Employee acknowledges that the duties of the position may require more than 40 hours per week, and that some day-to-day hours may vary from well above eight hours (for example on a Board meeting day) to below eight hours. Employee shall be compensated only for hours actually worked. For purposes of this Agreement, “hours actually worked” includes the time Employee spends traveling between his residence and the District workplace; provided, however, that Employee shall not be entitled to reimbursement for any expenses incurred in such travel.

5. Outside Employment and Activities. Employee shall not engage in any conduct, other employment or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to District or that would reflect unfavorably upon the interests of District. Any outside employment, consulting or business conducted by Employee during the term of this Agreement requires the prior approval of the District Board of Directors. Notwithstanding the foregoing, District acknowledges that Employee currently serves as the Executive Director of the Mountain

Counties Water Resources Association (“MCWRA”) until March 31, 2021, and agrees that Employee may continue in that position. If Employee discovers that his position with MCWRA poses any potential or actual conflict with District’s economic or policy interests during his employment under this Agreement, Employee shall immediately provide written notice to District’s Board of Directors of the potential or actual conflict. Further, Employee shall refrain from participating in any way on District’s behalf in the subject matter of the potential or actual conflict, unless District’s Board of Directors provides Employee with a written notice waiving the conflict in whole or part and approving Employee’s limited or full participation.

6. Certification of Compliance. Employee hereby certifies that he is in compliance with Government Code section 7522.56(e)(1).

7. Compensation. For all services to be rendered by Employee under this Agreement, District will provide to Employee the following salary and benefits:

a. Salary in the amount of \$ _____ per hour, which is the amount of the current published monthly salary of \$ _____ for the General Manager position divided by 173.33 to determine the hourly amount as required by Government Code sections 7522.56(d), 21221(h), and 21224(a).

b. No additional benefits shall be provided.

8. Other Terms and Conditions of Employment. Employee’s employment also will be governed by the District Employee Handbook (as the same may be amended by District from time to time) and the parties will comply with all applicable provisions of the Personnel Manual. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition of the Personnel Manual, the Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law will govern.

9. Ownership of Documents. Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software, and any other writing or thing prepared by Employee during the term of his employment (the “Work”) will be the property of District. District will have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Employee.

10. Termination. This Agreement may be terminated prior to its expiration date in any one of the following ways:

a. By mutual agreement of the parties, expressed in writing.

b. By Employee, upon giving to District not less than four weeks’ prior written notice of resignation.

c. By the death or incapacity of Employee.

d. By District, for cause, upon giving to Employee written notice of immediate termination. The written notice of termination will specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Employee to meet with the District Board of Directors on the reasons for the termination. If Employee requests a meeting, the meeting will be held at the Board's earliest convenience in a closed session, unless Employee requests an open session. After the meeting, the Board may affirm, modify or reverse its decision to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes District operations; conduct that tends to bring discredit to District; conduct unbecoming an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of Employee's duties; theft of District property; violation of law; violation of the District Personnel Manual; or material breach of this Agreement.

e. By District, without cause, upon giving to Employee one week's prior written notice of termination.

11. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

12. Notices. Any notice to be given to Employee will be sufficiently served if given to Employee personally or if deposited in the United States Mail, regular pre-paid mail, addressed to Employee at the most recent residence address as shown on the District payroll records. Any notice to be given to District will be addressed to the District Board of Directors and delivered or mailed to the District's Board Clerk at the District offices.

13. Successors and Assigns. This Agreement is personal to Employee. Employee may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

14. Amendments. This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by District must be approved by the District Board of Directors at a noticed public meeting. Individual Board members do not have the authority, express or implied, to amend, modify, waive, extend or in way alter this Agreement or the terms and conditions of Employee's employment.

15. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

16. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and

fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

17. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

18. Governing Law and Venue. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California. The County of Calaveras will be venue for any state court litigation and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

CALAVERAS PUBLIC UTILITY DISTRICT

EMPLOYEE

J.W. Dell'Orto
President, Board of Directors

John Kingsbury

Attest:

Carissa Bear
Secretary of the Board



Experience The Difference!

Quote

03/19/2021

Calaveras Public Utility District

P.O. Box 666, 506 W. St. Charles

San Andreas, CA 95249

2020 F350 SRW, gas, 4WD, SuperCab, w/ Scelzi Crown Series Service Body w/ ladder rack.

Government Pricing - \$50,707.00

DMV(approx) – Exempt

Doc Fee (TAXABLE) - \$85

Tire Fee - \$8.75

Taxes \$ 3,682.42

\$ 54,483.17