

## **CONTRACT FOR EMPLOYMENT OF GENERAL MANAGER**

This agreement is entered into by and between Jamar Tate (hereinafter, "Employee") and the Plumas Eureka Community Services District (hereinafter, "District")

**Whereas** District desires to employ the Employee as its General Manager and;

**Whereas** Employee desires to be employed as General Manager;

The parties hereto agree as follows:

I. **TERM OF EMPLOYMENT:** The employee shall be employed at the will of the Plumas Eureka Community Services District Board of Directors (hereinafter "Board of Directors") starting March 20, 2023.

2. **COMPENSATION:** District shall compensate Employee at the sum of \$90,000 per year, payable in installments on the first and fifteenth day of each month. Employee shall also be entitled to participate in all benefits offered to any employee of the Plumas Eureka Community Services District (PECSO) as stated in the Employee Benefits agreement.

**DUTIES OF GENERAL MANAGER:** Employee shall use his best efforts to perform the duties set forth by the Board of Directors. In addition, Employee shall represent and carry out his duties faithfully and with fidelity in all matters in connection with his employment and shall do nothing to interfere with or compromise his obligation to the District.

**CERTIFICATION:** Employee shall maintain at least a Grade III Wastewater Treatment Operator Certification, a Grade II Water Distribution Operator Certificate, and Grade II Water Treatment Operator Certificate.

**ANNUAL REVIEW:** Review of Employee's performance shall be done annually beginning one year after initial employment. The Board of Directors shall evaluate the activities and conduct of Employee. Satisfactory evaluations shall be necessary for Employee to continue employment with the District.

**REIMBURSEMENT FOR EXPENSES:** In addition to any compensation due to Employee the District shall reimburse Employee for any extraordinary or out of pocket expenses in accordance with District policies then in effect or as approved by the Board of Directors.

**VEHICLE USE:** District shall provide Employee with a motor vehicle for the conduct of all business of District. This shall not include to and from transportation to the District for normal work duties.

**OUTSIDE EMPLOYMENT:** Employee may perform employment other than for District only with the approval of the Board of Directors.

**TERMINATION:** Either party hereto may terminate this agreement with written notice of 60 days.

A. If Employee terminates by resignation all obligations of the District hereunder shall cease except for payment of any accrued salary or compensation for any unused vacation.

B. If District terminates this agreement the following shall apply.

1. TERMINATION FOR CAUSE: The occurrence of any of the following events may constitute termination for cause:

- a. Conviction of a felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
- b. Any material breach of this agreement, including but not limited to a dereliction of, or inexcusable failure to perform those duties as directed by the Board of Directors.
- c. Gross insubordination.
- d. Misappropriation or theft of District property.
- e. Intentional misrepresentation of a fact material to the conduct of the business of the District.

Any such termination shall be in good faith and Employee shall be entitled to payment of any accrued salary and compensation for any unused vacation. In such event Employee shall be entitled to written notice thereof, a written statement specifying the reason(s) therefore, and the payment of monies due herein, within forty-eight hours of such termination.

2. TERMINATION WITHOUT CAUSE: Notwithstanding any other provision of this agreement, this agreement may be terminated without cause by District upon 60 days written notice, delivered to Employee in person or by certified mail. In such event Employee shall be entitled to accrued salary and compensation for any unused vacation. **The Employee may also return to his previous position as a Systems Operator Range E so long as his certification as a Waste Treatment Plant Operator Grade III is in good standing.**

3. RETURN OF DISTRICT PROPERTY: Should Employee for any reason no longer be employed by District, Employee shall forthwith deliver any district property in the possession or control of Employee to the District. Should Employee fail to return such property within a reasonable period of time, District shall be entitled to all costs, including reasonable attorney fees, incurred while securing or attempting to secure the return of the property.

4. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties. There are no other promises, express or implied, between the parties, and each party agrees to act in good faith at all times during the existence of this agreement or any amendments thereto in writing.

5. SEVERABILITY: If any provisions of this agreement are held to be invalid or unenforceable, the remaining portion shall continue to be valid and enforceable. In such event however, should any provision held to be invalid or unenforceable hamper the purpose of this agreement or render it meaningless, the agreement shall be deemed cancelled.

6. NO WAIVER OF CONTRACTUAL RIGHTS: The failure of a party to enforce any provision of this agreement shall not be construed as a waiver of the right of such party to subsequently seek enforcement of such provision, PROVIDED such party does so within a reasonable time so as not to prejudice the right of the other.

7. NO WAIVER OF ANY OTHER PROVISIONS OF LAW: Nothing herein shall be construed as a waiver of the right of any party hereto of any law pertaining to the rights and duties of employers and employees.

8. RESOLUTION OF DISPUTES; ATTORNEY FEES:

a. The resolution of any dispute hereunder shall be attempted first by mediation by a neutral person selected by the parties. The parties shall share the fees of the mediator and bear their own costs.

b. If the parties cannot agree on the selection of a mediator, or the attempt to mediate a resolution fails, the dispute shall be submitted to binding arbitration. In such event the prevailing party shall be entitled to reasonable attorney fee and costs, enforceable to a court of competent jurisdiction.

9. APPLICABLE LAWS: This agreement shall be governed by the laws of the State of California.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Board Chairperson: \_\_\_\_\_

Date: \_\_\_\_\_