

## **EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into this \_\_\_ day of June, 2019, by and between the Cambria Community Services District (hereinafter referred to as "Employer," "District" or "CCSD") and Paavo Ogren (hereinafter referred to as "Employee"), who understand as follows:

### **WITNESSETH:**

**WHEREAS**, the Employee and Employer have previously entered into Employment Agreements retaining Employee as Strategic and Organizational Advisor and Interim General Manager; and

**WHEREAS**, the Board of Directors has retained a new General Manager and now desires to appoint and employ Employee as the Utilities Manager, and Employee desires to accept said appointment subject to the terms and conditions set forth herein.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **SECTION 1. EMPLOYMENT AS UTILITIES MANAGER**

Subject to the terms and conditions of this Agreement, District hereby agrees to employ Employee as the District's Utilities Manager. Employee shall perform the duties set forth in the Utilities Manager position description, attached hereto as Exhibit A, and incorporated herein by reference.

#### **SECTION 2. TERM AND TERMINATION**

- A. This Agreement shall take effect when a permanent General Manager begins employment with the District and shall remain in effect until December 21, 2019, unless sooner terminated as set forth herein.
- B. Employee understands that he has no constitutionally protected property or other interests in his employment as the Utilities Manager and the position is considered to be "at will" employment. Employee understands and expressly agrees that he serves in the Utilities Manager position at the will and pleasure of the Board and that he may be terminated from that position at any time by the Board, without cause, by providing Employee with written notice of such termination. Additionally, Employee shall have the right to resign from that position at any time by providing the Board with written notice of such resignation.

#### **SECTION 3. WORK SCHEDULE, SALARY AND COMPENSATION**

- A. Employee's work schedule shall include working at the CCSD offices a minimum of two days per week. He shall also provide the CCSD with services on one additional day per week, which may be either from the CCSD or from his home or from other locations that may be convenient for the Employee. Overall, it is

anticipated that Employee will provide approximately 24 hours per week of services to the District. Timesheets shall be submitted substantiating the hours worked.

- B. Employer agrees to pay Employee Ninety-Nine Dollars (\$99.00) per hour for his services as Utilities Manager, which compensation is set forth in CCSD's Preliminary Budget adopted by Resolution 24-2019. Employee shall receive the following benefits: contributions to CalPERS, sick leave, administrative leave, and payment of Social Security costs and other legally required employment costs. Health insurance and dental insurance premiums will be paid as "cash in-lieu," and vacation leave will accrue at a rate of one day per month.
- C. Employer acknowledges that since Employee is currently a member of the California Public Employees Retirement System (CalPERS), his employment with the District shall be enrolled with CalPERS upon his hiring and reported accordingly. Employee agrees to pay one-hundred percent (100%) of the Employee designated share of the contribution to CalPERS in accordance with Section 2.08.150 of the CCSD Municipal Code.

#### **SECTION 4. GENERAL PROVISIONS**

- A. The terms of this Agreement are intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- C. This Agreement shall be governed by the laws of the State of California. Employee and the District agree that venue for any dispute shall be in San Luis Obispo County, California.
- D. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.

Addendum 1C

- E. Employee may not assign this Agreement in whole or in part.
- F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, District and Employee have executed this Contract on the day and year first set forth below.

**DISTRICT:**

**EMPLOYEE:**

\_\_\_\_\_  
David Pierson, President  
Board of Directors

\_\_\_\_\_  
Paavo Ogren

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Haley Dodson  
Deputy District Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Timothy J. Carmel  
District Counsel