

## EMPLOYMENT AGREEMENT

3th This Employment Agreement ("Agreement") is made and entered into this day of December, 2018, 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 Board of Directors ("Board") has determined that it is in the best interest of the CCSD to retain a Strategic and Organizational Advisor to assist the Acting General Manager while it conducts a recruitment for a new General Manager; and

**WHEREAS**, the Board desires to appoint and employ Employee as the Strategic and Organizational Advisor, to work for the District as a part-time employee on a temporary basis, 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 OF STRATEGIC AND ORGANIZATIONAL ADVISOR

- A. Subject to the terms and conditions of this Agreement, District hereby agrees to employ Employee as a Strategic and Organizational Advisor. Employee shall provide support services for the CCSD based upon requests and direction from the Acting General Manager. It is anticipated that initially Employee will meet with the Acting General Manager and CCSD staff in order to review priorities for support services. He shall also provide estimates of the time needed for completion of requested services.
- B. The duties and services to be performed by Employee shall include, but not be limited to:
  1. Strategic planning.
  2. Organizational analysis.
  3. Capital project management.
  4. Support on the implementation of CCSD business and accounting software.
  5. Review and coordination with other agencies on inter-agency projects, programs and/or services.
  6. Updates to the CCSD Board of Directors and attendance at CCSD Board meetings, including closed sessions as appropriate.

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

- A. This Agreement shall take effect upon its execution by both parties and shall remain in effect until a permanent General Manager is retained by the CCSD. At District's option, this Agreement may be extended for a period of up to 30 days to overlap with the employment of the permanent General Manager.
- B. Employee understands that he has no constitutionally protected property or other interests in his employment as the Strategic and Organizational Advisor and the position is considered to be an "at will" employment. Employee understands and expressly agrees that he serves in the Strategic and Organizational Advisor 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 be as approved by the Acting General Manager. He shall initially work 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. Commencing upon execution of this Agreement, Employer agrees to pay Employee Ninety-Nine Dollars (\$99.00) per hour for his services as Strategic and Organizational Advisor, which compensation is set forth in Resolution 40-2018. Other than contributions to CalPERS and payment of Social Security costs, Employee shall not receive any other benefits from the District, except as may be required by law.
- 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.
- 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.

**[Signatures on following page.]**

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

**DISTRICT:**

President  
Board of Directors

Dated: 12/17/2018

**EMPLOYEE:**

Paavo Ogren

Dated: 12/18/2018

**ATTEST:**

Haley Dodson  
Deputy District Clerk

**APPROVED AS TO FORM:**

Timothy J. Carmel  
District Counsel