

**EMPLOYMENT CONTRACT FOR SERVICES AS GENERAL MANAGER
OF FRAZIER PARK PUBLIC UTILITY DISTRICT**

This Employment Contract (herein "Contract") is made and entered into as of September 08, 2022 by and between the FRAZIER PARK PUBLIC UTILITY DISTRICT (hereinafter the "District"), a California Public Utility District, and Jonnie Allison (hereinafter "Employee").

RECITALS

WHEREAS, District's Board of Directors (herein "Board") wishes to reappoint Employee as the District General Manager (herein "GM");

WHEREAS, Employee represents and warrants that he is qualified to perform such services; and

WHEREAS, Employee represents that he has read and understands the job description of the GM set forth in Exhibit "A" attached hereto, as may be amended from time to time.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DUTIES.

A. District hereby agrees to employ Employee as GM, to serve at the pleasure of the Board. The GM shall have responsibility for implementing the Board's policies. Employee shall perform the functions and duties as specified and shall perform such other legally permissible and further duties, functions and performance expectations as shall, from time to time, be assigned by the Board, or as required by law.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements.

C. **Management Responsibilities.** As the General Manager of District, Employee shall be responsible for the day-to-day operation of the District and he shall perform his duties consistent with the then current General Manager Job Description, presently attached as Exhibit A. In addition, consistent with those duties, the General Manager shall:

1. Review, evaluate and manage the performance of all District's employees and determine pay increases with Board approval, as required.
2. Oversee keeping and maintaining books and records concerning the activities of District. Financial records shall be kept in accordance with generally accepted accounting principles when applied in a consistent manner. All books and records

maintained shall be in such form and maintained to such extent as to permit an independent auditor to express an opinion as to the financial condition of District.

3. As needed, work in conjunction with the District's Engineer to develop the best set of Distribution System maps possible for the Districts records. Document any changes made in the Distribution System by updating the maps when changes are made and as new information is revealed in the field.
4. Maintain regular office hours in order that the activities of the District can be carried out in a business-like and professional manner.
5. Maintain such trade accounts as are reasonably necessary for the purpose of providing supplies and materials to be used in carrying out the business of the District and shall be entered into in accordance with existing District policies.
6. Provide monthly reports to the Board concerning the activities of the District.
7. Negotiate such contracts as are appropriate in carrying out the purpose of District. All contracts shall be made in accordance with district policy, to the extent a policy exists. The Board must approve agreements unless otherwise provided by District policy.
8. Perform such other duties in carrying out the purposes of District as are appropriate or as the Board may direct.

SECTION 2. TERM AND SEVERANCE WITHOUT CAUSE

A. Term.

This Contract is effective as of September 08, 2022 (the "Anniversary Date"). District employs Employee and Employee accepts employment for a ten (10) year term, commencing on the Anniversary Date and continuing through and including September 08, 2032, subject to termination by Board at any time with or without cause, as provided in this Agreement. The Agreement may be renewed, renegotiated or extended on or before September 08, 2032. In the event that the Board shall fail, for whatever reason, to act upon this Agreement before the end of its term, the Agreement shall end of its own terms.

It is expressly understood that Employee, in his capacity as GM, is an at-will employee serving at the pleasure of the Board, subject to termination at any time, with or without cause, and with no right to any pre-termination or post-termination due process hearing, including any so-called *Skelly* hearing.

Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee or the District to voluntarily terminate this Contract.

B. Termination without Cause/Severance Provision.

In the event the District terminates Employee's employment without cause upon vote of a majority of the Board at a duly noticed Board meeting, the Employee shall be entitled to receive a lump sum (subject to appropriate deductions) severance equivalent to six (6) months' salary, in accordance and consistent with the terms of California Government Code sections 53260 through 53264, et seq.

If the Employee is convicted of a crime involving an abuse of his office or position (as defined in Government Code Section 53243.4, or its successor), the District shall be entitled to reimbursement of the severance right consistent with the requirements of State law.

C. Termination for Cause/No Severance

In the event the District terminates Employee's employment "for cause" as defined below upon vote of a majority of the Board at a duly noticed Board meeting, the District shall provide to Employee a written notice of termination.

For purposes of this Agreement, the following will justify termination for cause:

1. Loss of mental capacity for more than six consecutive months as determined by a court of competent jurisdiction;
2. Habitual or willful neglect of duty;
3. Willful destruction or misuse of District property;
4. Habitual intoxication on duty, whether by alcohol or non-prescription drugs;
5. Extended absence without leave;
6. Violation of the Federal, State or District discrimination laws or policies, including, but not limited to, race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age concerning either members of the general public or District employee(s) while acting in the course and scope of employment, and while acting without the prior approval or direction of the District;
7. Unlawful retaliation against any other District officer or employee or member of the general public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto;
8. Unlawful violation of any conflict of interest or incompatibility of office laws;
9. Performance of material outside business interests that conflict directly with the activities and duties as District Manager;
10. Refusal to take or subscribe any oath or affirmation which is required by law;
11. Conviction of a felony or conviction of a misdemeanor involving moral turpitude (a conviction following a plea of *nolo contendere* is deemed a conviction).

SECTION 3. COMPENSATION.

- A. Salary. District agrees to pay an annual salary of \$80,000, payable to Employee in 26

equal installments, increasing 2% per year on September 28th (unless the district is stricken by dire financial difficulties), less deductions for the employee's portion of Social Security, FICA, and Medicare, State and Federal Taxes and the like, plus any employee share of medical, dental, insurance and other applicable benefit cost provided to employees of the District.

- B. Expenses. District shall reimburse Employee reasonable business expenses (including expenditures for travel, meals, hotel accommodations, and the like), if any, incurred in the course of carrying out his responsibilities as General Manager, upon presentation of expense receipts sufficient to meet District policy and the requirements of the Internal Revenue Service concerning ordinary and necessary business expenses. Any District credit card shall only be used for District related business expenses.
- C. Benefits. As an employee of the District, employee is entitled to all benefits available to District employees at any given time during the Agreement Term.
- D. Vacation. Employee shall be entitled to the maximum vacation based on years of service provided under the District's Employment Policy.

SECTION 4. GENERAL PROVISIONS.

- A. This Contract shall constitute the entire agreement between the parties hereto.
- B. In accordance with the provisions of section 53262 of the California Government Code, this Agreement is subject to ratification in an open session of a meeting of the Board of Directors of the District.
- C. California Government Code Section 53260 requires the following statement in all contracts of employment between an employee and a local government employer: Regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 6 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 6.
- D. To the full extent and manner provided for public employees by applicable law, the District shall indemnify, defend, and hold Employee harmless from any against all demands, claims, suits, actions and legal proceedings brought against his in his official or personal capacity and arising out of events within the scope of his employment with the District. However, pursuant to California Government Code section 53243 et. seq., any funds provided in the legal criminal defense of any demands, claims, suits, actions or legal proceeding brought against Employee or paid leave salary provided by District to Employee pending an investigation, or, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the District, shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his office or position.

E. This Contract shall be governed by the laws of the State of California. Any dispute will be heard in Kern County, California.

F. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

G. Any assignment of the rights or obligations of Employee hereunder without the express approval of District shall be void.

H. This Contract may be amended only by a subsequent writing approved and signed by both parties. Any amendment by the District must be approved by the District Board of Directors at a duly noticed public meeting upon vote of a majority of the Board. Individual Board members do not have the authority, express or implied, to amend, modify, waive or in any way alter this Agreement or the terms and conditions of this Contract.

I. This Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Contract supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof.

J. If any provision or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract or portion thereof, shall not be affected, and shall remain in full force and effect.

K. The parties agree and acknowledge that this Contract has been arrived at through negotiation, and that each party has had a full and fair opportunity to review revise the terms of this Contract. 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.


L. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Contract, that he has read and understands this Contract, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Contract.

IN WITNESS WHEREOF, the Frazier Park Public Utility District has caused this Contract to be signed and duly executed by its Board President, Rebecca Gipson, and the Employee has signed and executed this Contract, both in duplicate, as of the day and year first above written.

FRAZIER PARK PUBLIC UTILITY DISTRICT:

BOARD PRESIDENT:


By:



Rebecca Gipson

EMPLOYEE:

By:



Jonnie Allison, General Manager

Revised September 8th, 2022

Frazier Park Public Utility District

GENERAL MANAGER:

To direct the District's water operations activities including: 1) managing the operation of the water distribution system, testing for water quality functions; controlling the water quality aspects of the distribution system up to the customer's meter; conducting applied research, as well as directing and monitoring various water quality programs. Develops related policies and procedures to ensure that all water quality activities are in compliance with applicable laws; regulations; policies, procedures, and quality assurance standards, and; 2) manages the District's water supply function from raw water pumping, storage, conveyance, and treated water pumping, storage and distribution using the District's SCADA system. Performs other related work as required.

The GENERAL MANAGER is expected to function as liaison with other utilities and regulatory agencies, as well as perform highly complex staff assistance in the development of water quality and operations policies and procedures.

Examples of Duties - Duties may include, but are not limited to, the following:

Direct all water operations activities including management of staff and oversight of consultants to ensure that results are accomplished efficiently and in accordance with acceptable standards for quality and technical integrity, and are in compliance with applicable laws, regulations, policies, and procedures.

Develop, implement, and monitor short- and long- range plans to ensure that the District's water quality standards are maintained cost effectively and efficiently, including implementation of emergency notification procedures to health departments and the public.

Develop policies, set standards and procedures, and administer activities related to the control of water quality, sanitary conditions, and drinking

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General Manager (continued)

water sources protection to ensure compliance with State and Federal regulatory agencies.

Represent the District externally on legislative/regulatory issues pertaining to water quality at State and Federal levels, including providing testimony to regulatory and other agencies, and participating in the development of legislative/regulatory alternatives.

Direct the planning, development, monitoring, and evaluate the performance of the assigned budget to ensure the most efficient use of resources, adherence to established guidelines, and accurate and timely reporting of budgetary information.

Direct the District's applied research and testing programs relating to the improvement of water quality and treatment coordination.

Direct the preparation of water quality reports to ensure California Department of Public Health compliance, water operations reports and make presentations to the Board of Directors, as required, to keep them apprised of the District's current water quality and operations activities.

Research and prepare complex technical and administrative reports; prepare written correspondence.

Manage the operation of the water district function which includes the water distribution system operations, Chlorination Stations, field testing and customer response.

I, Jonnie Allison, understand and agree to perform the duties of the job described above.

Jonnie Allison
Signed

9/8/22
Date