

## **INTERIM GENERAL MANAGER EMPLOYMENT AGREEMENT**

This Interim General Manager Employment Agreement (“Agreement”) is made as of **ENTER DATE**, by and between **Cameron Park Community Services District (“District”)**, and Maurice Johnson (“**Employee**”). The District and Employee may be referred to at times individually as the “Party” or collectively as the “Parties.”

The Effective Date of this Agreement shall be **XX XX, 2025**, regardless of the date on which this Agreement is fully executed.

### **RECITALS**

WHEREAS, the District is a California community services district formed pursuant to California statute;

WHEREAS, the District’s current General Manager, Alan Gardner, is retiring effective **XX XX, 2025**;

WHEREAS, the District anticipates that it will not be able to fill the General Manager position immediately upon the retirement of the current General Manager;

WHEREAS, the District needs to appoint a duly qualified Interim General Manager who will oversee the day-to-day management of the District until the position of General Manager is filled by a long-term employee;

WHEREAS, the District, The board certifies that appointing **Maurice Johnson** as Interim General Manager sooner than 180 days is critically necessary to maintain organizational leadership, continuity in operations, fire service annexation, pending employment challenges, and operational readiness while recruitment for a permanent general manager is conducted;

WHEREAS, Employee brings 35 years of distinguished service in the fire service, including 11 years in executive leadership positions, six of which were as Fire Chief;

WHEREAS, Employee has the skills, experience, knowledge, qualifications, and availability necessary for the position of Interim General Manager and has accepted the District’s offer to serve as such;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and agreements set forth herein, the Parties agree to the terms and conditions set forth below.

### **ARTICLE I**

## **EMPLOYEE'S DUTIES**

1.1 **Duties.** During the term of this Agreement, Employee will be employed by the District to serve as the Interim General Manager of the District, and will perform those duties and responsibilities set forth in the District's Bylaws, as may be amended from time to time, the duties and responsibilities set forth in the General Manager Job Description, as may be amended from time to time, and such further duties and responsibilities as may be assigned to Employee by the Board of Directors from time to time. Employee shall be subject to the supervision and direction of the District's Board of Directors (the "Board") and shall report directly to the President of the Board. Employee acknowledges that the Board of Directors may change the Interim General Manager's duties from time to time in writing without further amendment of this Agreement.

1.2 **Hours/Location.** The Employee will devote Employee's time and attention to the conduct of the business of the District so as to ensure the effective discharge of Employee's duties under this Agreement. Employee acknowledges ownership of a private consulting firm and agrees that operating this business will not interfere with Employee's responsibilities to the District. Employee further agrees that no consulting activities will be conducted during the Employee's work hours for the District. During the term of this Agreement, Employee will primarily perform services at the District's principal place of business in Cameron Park, California, with the understanding that travel to other locations may be required temporarily for District business. Employee will work 40 hours per week or less and avoid overtime when possible and not exceed 960 hours in a fiscal year (July 1 through June 30) for employment.

1.3 **Ethics and Compliance.** Employee shall perform Employee's duties and carry out Employee's responsibilities in a professional, ethical, and businesslike manner, and shall comply with all applicable District policies, protocols and procedures, in addition to all federal, state, and local laws and regulations applicable to the District.

1.4 **Start Date.** Regardless of the date this Agreement is fully executed, Employee shall begin serving as Interim General Manager on **XXX XX, 2025**.

## **ARTICLE II** **SALARY AND BENEFITS**

2.1 **Salary.** The District agrees to pay to Employee at the rate of Seventy-Two Dollars and Twelve Cents (\$72.12) per hour, payable no less than once per month or more often in accordance with the District's normal payroll practices, which may change from time to time. Employee agrees that Employee will submit a timesheet showing the number of hours worked per day no less than twice per month at regular intervals in order for her pay to be calculated. Employee's timesheets shall be submitted to the District's payroll department or representative.

2.2 **Benefits.** Given the anticipated short-term duration of the Employee's role as the District's Interim General Manager and the applicable Public Employee Retirement System (PERS) regulations, the Employee will only be entitled to the compensation outlined in Section 2.1 and reimbursement for expenses as specified in Section 2.3. No additional benefits will be provided under this Agreement.

2.3 **Expenses.** Employee will use a cell phone in the performance of Employee's duties, which the District shall reimburse at the rate of \$100.00 per month. The District shall further reimburse Employee at the current IRS rate for all necessary mileage driven by Employee outside the County of El Dorado and/or over the summit to the Tahoe Basin.

2.4 **Specific Addition of Vacation / Administrative Leave.** As explained in section 2.2 above, Employee shall earn no vacation or other type of leave during the term of this Agreement.

2.5 Negotiation of Terms and Agreement Term. This agreement shall be for up to one (1) year, commencing on the Effective Date. Either Party may terminate this Agreement with 30 days' written notice. However, it shall not extend beyond the duration permitted under PERS regulations.

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**ARTICLE III**  
**TERMINATION OF EMPLOYMENT**

3.1 Termination by District.

3.1.1 Automatic Termination. This Agreement shall terminate automatically upon Employee's death, legal incapacity or disability if such disability precludes Employee from performing the essential duties and responsibilities of the position as determined by an impartial third party (i.e. occupational health physician or group not affiliated with the Employee or District).

3.1.2 Termination for Cause. The District shall have the absolute right, upon delivery of written notice to Employee, to immediately terminate this Agreement and Employee's employment for cause. "For Cause" means termination by the District of Employee's employment (i) by reason of Employee's willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to, the District; (ii) by reason of Employee's material waste or misuse of the District's assets; (iii) by reason of Employee's failure to follow a legal directive from the Board; (iv) by reason of Employee's intentional misconduct with respect to the performance of Employee's duties under this Agreement.

3.1.3 Termination for Breach of Agreement. In addition to the reasons enumerated above as Termination for Cause, District shall also have the absolute right, upon delivery of written notice to Employee, to immediately terminate this Agreement and Employee's employment for a material breach of this Agreement by Employee. If District intends to terminate this Agreement for a material breach (other than for reasons listed in section 3.1.2 above), District shall notify Employee of termination in writing and said termination shall be effective immediately.

3.2 Termination by Employee for Breach of Agreement. Employee and District agree that the intent of this Agreement is for Employee to provide services to District as an Interim General Manager and, therefore, Employee's sudden or unexpected termination of this Agreement may render significant harm to District. Employee therefore agrees to give as much notice as possible to District in the event that Employee wishes to terminate this Agreement prior to its natural termination date.

3.3 Benefits at Termination of Employment. As per section Article II, at termination of Employee's employment, Employee shall receive no pay or compensation for benefits. Expense reimbursements shall be paid only for expenses incurred up to and including the day of termination. This shall remain true regardless of whether or not the termination is with or without cause, which party initiates the termination, and/or under which provision of this Agreement the termination of employment occurs.

3.4 Severance. Under no circumstances shall Employee be entitled to or receive any severance when Employee's employment terminates.

3.5 At-Will Employment. Subject to the terms of this Article, Employee is and shall remain an at-will employee. As Interim General Manager, Employee shall be the chief executive officer of the District subject to mandatory direction only by the Board of Directors.

## **ARTICLE IV CONFIDENTIALITY**

4.1 Confidentiality and/or Proprietary District Business Information. During the course of Employee's duties hereunder, Employee will acquire or have access to information regarding the business operations of the District including, but not limited to, information regarding pricing, billing, claims, compensation, business operations, agreements, trade secrets, and business and technical manuals ("Confidential Information"). Employee acknowledges that the District would suffer financial harm if such Confidential Information were to be disclosed to third parties and agrees not to disclose to, or otherwise discuss such Confidential Information with, any third party without the express written consent of the District or as expressly required by law. Upon termination of this Agreement, Employee agrees to promptly return any Confidential Information in Employee's possession or control to the District.

## **ARTICLE V GENERAL PROVISIONS**

5.1 Amendment. This Agreement may be amended from time to time, but only by written instrument executed by each of the parties.

5.2 Non-Assignability. Employee may not assign, sell, or otherwise transfer this Agreement or any interest therein. Employee may not delegate Employee's duties hereunder without the prior express written approval of the Board in its sole discretion.

5.3 Prior Agreements. This Agreement supersedes all prior written or oral agreements between the parties covering the same matter.

5.4 Third-Party Beneficiaries. The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties hereto, and no persons or entity shall be a third-party beneficiary of this Agreement.

5.5 Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement and shall be binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. Signatures made or transmitted electronically shall be fully valid.

5.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

5.7 Changes in Law. Both parties agree that in the event future legislation is enacted or regulations are promulgated or a decision of a court is rendered that, in the opinion of legal counsel for either party, affects or may affect the legality of this Agreement or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Change in Law"), then the parties agree to act in good faith to amend this Agreement as necessary to bring it into compliance with applicable laws and to carry out the original intention of the parties to the extent possible. If one or both parties cannot in good faith agree to such amendment, then either party may terminate this Agreement on five (5) days' notice.

5.8 Governing Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California.

5.9 Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

5.10 Representation by Counsel. The District and Employee each acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution of this Agreement. The parties further acknowledge that the terms of this Agreement are the result of negotiations between them and that the terms of this Agreement shall not be construed in favor of, or against, any party by reason of the extent to which a party or its counsel participated in its drafting, or by reason of the extent to which this Agreement may be inconsistent with prior drafts thereof.

5.11 Headings. Any titles, captions or paragraphs contained in this Agreement are for convenience only and shall not be deemed part of the contents of this Agreement, and shall in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

5.12 Notices. Any notice required or permitted by this Agreement shall be given in writing sent by overnight delivery, personal delivery or United States registered or certified mail, return receipt requested, all of which shall be properly addressed, with postage or delivery charges prepaid as follows:

**If to District:**

Cameron Park Community Services District  
2502 Country Club Drive  
Cameron Park, CA 95682  
Attention: Board of Directors

**If to Employee:**

Maurice Johnson  
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Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent by overnight delivery shall be deemed given on the next business day. Notices sent via United States registered or certified mail shall be deemed given two (2) business days from mailing.

5.13 Entire Agreement. The parties agree that neither party has made any representation, warranty or covenant not fully set herein, and that this Agreement is a complete statement of the entire agreement which supersedes all previous communications between the parties hereto.

5.14 Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

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5.15 Venue. Employee and District agree that in the event of a dispute arising from this Agreement or from any part of Employee's employment with District, venue for resolving such dispute shall be exclusively in the County of El Dorado.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CAMERON PARK CSD**

**EMPLOYEE**

By: \_\_\_\_\_  
Name: Dawn Wolfson  
Title: President, Board of Directors

By: \_\_\_\_\_  
Name: Maurice Johnson

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

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