

SPALDING COMMUNITY SERVICES DISTRICT VOLUNTARY SERVICE AGREEMENT

VOLUNTEER INTERIM GENERAL MANAGER

This VOLUNTARY AGREEMENT (“Agreement”) is dated for reference purposes only as of March 15, 2024, and is entered into by and between Spalding Community Services District (“SCSD” or the “District”), acting through its Board of Directors (the “Board”) and Kenneth Ward (“Volunteer Interim General Manager VIGM) (hereinafter collectively referred to as “the parties”).

RECITALS

A. The Board desires to engage the service of an individual who is qualified to act as Volunteer Interim General Manager (“VIGM”) of SCSD while SCSD actively conducts a recruitment process to permanently fill the position of General Manager.

B. The VGIM possesses the qualifications necessary to act as VIGM and is willing and able to undertake the desired service.

C. After due notice and at a regular meeting of the Board held on March 15, 2024, the Board authorized SCSD to enter into this Agreement with the VIGM.

D. The parties now desire to set forth their agreement for SCSD’s Voluntary Service of the VGIM on a part-time basis and under the terms and subject to the conditions set forth herein.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1) ASSUMPTION AND DESCRIPTION OF DUTIES

- a) Effective Date: The provisions of this Agreement, unless otherwise stated, shall become effective on the date set forth in the first paragraph of this Agreement, and continue to and including December 31, 2024. This Agreement will be otherwise terminated immediately upon the date of appointment of a Permanent General Manager by SCSD.
- b) Position and Responsibilities: The Volunteer Interim General Manager accepts Voluntary Service with the District to perform duties prescribed by the Board. The VIGM shall execute all powers and duties in accordance with the policies adopted by the Board, and in accordance with the provisions of the Government Code and all other applicable provisions of law.

1) General Scope of Duties:

- i. Review and implement policies of the Board and make appropriate recommendations.
- ii. Provide for annual evaluation of staff.
- iii. Research potential sources of funding that may be available.
- iv. Prepare and submit to the Board the annual Budget and revisions thereto.
- v. Establish and maintain positive public relations and cooperative relationships with the community, District staff and other agency personnel.
- vi. Review all District operations. Define District goals and objectives for Board review.
- vii. Act as custodian of District property and resources.
- viii. Serve as a representative of the Board with respect to employer/employee matters.
- ix. To execute the Powers and Duties as set forth in the Districts Ordinance #4; 2.03.040 "Powers and Duties of The General Manager."

c) Work Hours: The Parties anticipate that SCSD's business management affairs will not obligate the VIGM to work a full 40-hour work week, taking into consideration the operating hours of the main office. Accordingly, the work hours and schedule for the VIGM are flexible. For the avoidance of doubt, the VIGM may work remotely, provided that the proper operations of SCSD are maintained. In the event that the VIGM chooses to work remotely, he/she will endeavor to provide at least two weeks' written notice to SCSD of the start of the remote work period.

2) **COMPENSATION**

- a) The parties recognize that this is a Volunteer Service, and there shall be no compensation other than that set forth in article 5: EXPENSE REIMBURSEMENTS below.
- b) Taxes: VIGM shall be responsible for their federal, state, local or other taxes resulting from any compensation or benefits provided to him/her by SCSD. SCSD shall withhold from any compensation or benefits provided under this Agreement all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling. SCSD shall

not be liable for any state or federal tax consequences to VIGM or to any designated beneficiary hereunder, the heirs, administrators, executors, successors, and assigns of the VIGM. The VIGM shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold SCSD harmless from such tax consequences.

3) **LEAVE**

a) Holiday Leave: The VIGM shall be entitled to those holidays granted to employees of SCSD by Policy 2505.2.

4) **PERIODIC PERFORMANCE EVALUATION**

The Board may periodically evaluate and assess the performance of the VIGM. The Board's evaluation will be based upon a review of the VIGM's performance as compared to goals and objectives developed by VIGM and reviewed, revised, and ratified by the Board. These goals and objectives are referred to hereafter as "goals and objectives."

5) **EXPENSE REIMBURSEMENTS**

SCSD shall reimburse the VIGM for documented, actual, and necessary expenses incurred by the VIGM within the scope of his/her employment and while representing SCSD, including transportation costs in accordance with SCSD Policy 4025. SCSD reserves the right to review and regulate the incurring of expenses, provided that it does not unduly restrict VIGM in the performance of his/her duties under this Agreement.

6) **PROFESSIONAL ACTIVITIES**

The Parties expressly acknowledge and agree that the VIGM may use SCSD's Wifi network to participate in and/or complete such online educational courses, necessary for the VIGM to conduct his/her scope of duties, in which he/she may enroll from time to time. SCSD shall supply the VIGM with a District owned Cellular Telephone and a District owned portable laptop computer, to be used by the VIGM for District business.

7) **CONFIDENTIAL INFORMATION**

The VIGM acknowledges and stipulates that in the performance of their duties, SCSD discloses and entrusts them with certain confidential information of SCSD. VIGM agrees not to directly or indirectly disclose or use at any time, during the term of his/her service by SCSD and thereafter, any such information, whether it be in the form of records, lists, data, personnel information, drawings, reports or otherwise, of a business or technical nature, which was acquired by the VIGM during his/her volunteer relationship with SCSD, unless such disclosure is authorized by SCSD in writing, is required by law, or is required in the performance of the duties of the VIGM.

8) **TERMINATION AND DISMISSAL**

a) VGIM shall serve at the will and pleasure of the Board and at their sole discretion, may terminate this agreement with or without cause.

b) Termination Without Cause. SCSD may, in its sole discretion, terminate VIGM's employment under this Agreement without cause upon an affirmative vote of at least four (4) directors of the Board.

c) Termination for "Good Cause". SCSD shall have the right to discharge the VIGM and terminate this Agreement at any time for "good cause," which is defined as follows: (1) any willful breach of duty by the VIGM in the course of his/her, (2) VGIM's habitual neglect of his/her duties, or (3) conviction of a felony or a crime involving moral turpitude. In the event of termination for "good cause", will require a majority vote by the Board.

d) Termination by VGIM. The VGIM may resign from his/her position as VIGM upon at least two weeks (or less days in the Board's sole discretion) prior written notice to the Board. Any such notice provided under this paragraph shall specifically set forth the effective date of such resignation.

e) Future Communications. In the event of termination of the VGIM, unless otherwise agreed to in writing, the parties agree to the following:

1) Only the following statement regarding the Agreement and the circumstances giving rise to termination may be communicated to anyone else:

The VGIM retired from service with SCSD as part of a reorganization of the District.

2) Hereafter, the response of SCSD to all requests for references regarding the VGIM will only include the VGIM's dates of service, the title of position held, and that he/she retired from service with SCSD.

9) **Indemnification.**

Beyond that required by Federal, State or Local Law, SCSD shall defend, save harmless and indemnify the VIGM against any claim, tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the VIGM's duties, or resulting from the exercise of judgment or discretion in connection with the performance of his/her duties or responsibilities, unless the act or omission involved willful or wanton conduct. The VIGM may request and the District shall not unreasonably refuse to provide independent legal representation at the District's expense and the District may not unreasonably withhold approval. Legal representation provided by the District for the VIGM shall extend until a final determination of the legal action, including any appeals

brought by either party. The District shall indemnify the VIGM against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the VIGM in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connections with the performance of his/her duties.

10) NOTICES

Any notice to the Board required or permitted under this Agreement shall be in writing, either by personal service, registered or certified mail, or postage prepaid. It will be addressed to Chairperson and Board of Directors, Spalding Community Services District at SCSD's business address. A copy of any such correspondence shall also be personally delivered or sent by registered or certified mail to the General Counsel of SCSD, currently Stradling, Yocca, Carlson, & Rauth. Any such notice to VGIM shall be addressed to VGIM at his/her home address then shown in SCSD's files.

- a) For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom it is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this paragraph.

11) ENTIRE AGREEMENT

The parties hereto acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

12) MODIFICATION, AMENDMENT, WAIVER

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by SCSD and the VIGM. The failure of the VIGM or SCSD to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

13) GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California to the exclusion of the law of any other jurisdiction.

14) LEGAL COUNSEL

Each party was given the opportunity to be represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or had the opportunity to retain legal counsel.

15) **SEVERABILITY**

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any provision of this Agreement declared or be determined by a court of law, or other tribunal of valid jurisdiction, invalid or unenforceable, the remaining provisions hereof shall be binding and effective nevertheless.

16) **CONSTRUCTION**

This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

17) **COUNTERPARTS**

This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e. a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

18) **PUBLIC DISCLOSURE**

Disclosure of this Agreement to the public and the procedures thereto shall be governed by applicable provisions of the laws of the State of California.

IN WITNESS WHEREOF, the parties have entered into this VOLUNTARY SERVICES AGREEMENT as of the date first written above.

SPALDING COMMUNITY SERVICES DISTRICT

BY: _____

Chair of the Board of Directors

DATE

VOLUNTEER INTERIM GENERAL MANAGER:

Kenneth Ward

DATE