



**CALAVERAS PUBLIC UTILITY DISTRICT
506 W. St. Charles, Street San Andreas, CA 95249**

**BOARD OF DIRECTORS SPECIAL MEETING: 6:00 PM
January 8, 2025**

Jack Tressler
President of the Board

Director Richard Blood
Director Brady McCartney

Director J.W. Dell 'Orto
Director Kevin Sparks

Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors at the District Office. If you are unable to attend in person, we encourage you to attend remotely as follows:

- **Join the Conference Call Meeting**
- **Dial-in number (US): 1(669)900-9128**
- **Join the online ZOOM meeting:**
- **<https://us02web.zoom.us/j/81500381729?pwd=NQotrLam4GWE5bhE4dsrpkPKeqwamR2.1>**
- **Meeting ID: 815 0038 1729**
- **Meeting Passcode code: 109315**

Please mute your call before joining. This will limit technical difficulties with audio. Only unmute your call if the President has requested public comment on an item. Upon completing your comments, please mute your call again. Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller. Do no talk over the top of any other callers. Conversations must be one at a time.

NOTICE OF SPECIAL MEETING AND AGENDA

- 1. CALL THE MEETING TO ORDER**
- 2. ROLL CALL OF DIRECTORS**
 - a. President Jack Tressler
 - b. Director Richard Blood
 - c. Director J.W. Dell 'Orto
 - d. Director Brady McCartney
 - e. Director Kevin Sparks
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT (Limit: 3 min/person)**

At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to 3 minutes per person.

ITEMS FOR BOARD DISCUSSION AND/OR ACTION

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

5. CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT(Gov. Code § 54957)

Title: General Manager Recruitment and Interim General Manager Appointment

The Board will meet in closed session to discuss matters pertaining to the recruitment of the next General Manager and appointment of an Interim General Manager.

6. PUBLIC EMPLOYEE APPOINTMENT

Title: Interim General Manager

Action Requested: Roll Call Vote

Consideration of appointment of Interim General Manager and approval of employment agreement.

7. ADJOURNMENT

If there is no other Board business the President will adjourn to its next regular meeting scheduled for December 17, 2025, at 5:00 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CPUD for review by the public.

CALAVERAS PUBLIC UTILITY DISTRICT
Employment Agreement for Interim General Manager

Calaveras Public Utility District (hereinafter referred to as "District"), a California Public Utility District formed and existing under the laws of the State of California pursuant to section 15501 *et seq.* of the California Public Utilities Code, and Mathew Roberts (hereinafter referred to as "Employee" or "Interim General Manager"), in consideration of the mutual promises made herein below, enter into this Employment Agreement for Interim General Manager (the "Agreement") as follows:

Article I. Term of Employment

Section 1.1 Employee is the current Superintendent of the District. The Board of Directors has offered to Employee the position of Interim General Manager until such time as the Board completes its recruitment of a new General Manager or otherwise elects to terminate this Agreement. Employee's employment as Interim General Manager is "at will", meaning it may be terminated at any time by the Board or Employee. Upon termination by either party, Employee will revert immediately to his previous position as Superintendent at his current rate of pay as provided in the Memorandum of Understanding ("MOU") between the District and Service Employees International Union ("SEIU").

Section 1.2 The effective date of this Agreement shall be January 8, 2025.

Article II. Duties and Obligations of Employee

Section 2.1 Employee shall serve as Interim General Manager of the District and shall perform such duties and responsibilities specified under §15501 *et seq.* of the Public Utilities Code of the State of California and as specified in Exhibit A hereto ("Scope of Services"), as well as such duties and responsibilities set forth in existing and future resolutions of the Board of Directors of the District describing Employee's management authority and responsibilities, and establishing practices and procedures regarding District personnel, and such other duties as may be required from time to time by the Board of Directors of the District.

Section 2.2 Employee shall perform all services, acts or things necessary or advisable to manage and conduct the business of the District. Employee shall devote his productive time, ability and attention to the business of the District during the term of this Agreement. During the term of this Agreement, Employee shall not engage in any other businesses or pursuits, or accept or perform work of a nature that conflicts or competes in any way with the business or services of the District. Further, during the term of the Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the District's Board of Directors. However, the expenditure of reasonable amounts of time for educational, charitable or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement.

Section 2.3 Employee shall have a standard 40 hour work week schedule. Notwithstanding the foregoing, and unless on vacation or defined leave, Employee shall be expected to be available to respond to District needs at all reasonable times. Nothing contained herein shall be construed to alter Employee's classification as an exempt employee.

Article III. Obligations of the District

Section 3.1 The District shall provide Employee with the compensation, benefits and expense reimbursements as set forth below in this Agreement. District shall also provide Employee with a private office, staff support, office equipment, supplies and other facilities and services suitable to Employee's position and adequate for the performance of his duties as determined by the Board of Directors in its sole discretion.

Section 3.2 The District shall defend and indemnify Employee for all loss sustained by Employee in direct consequence of the lawful discharge of his duties on the District's behalf to the fullest extent permitted under California law. In addition, the District shall defend at the District's expense and with counsel of District's choosing any action, claim, or proceeding in which Employee is named and which alleges action on the part of Employee, or failures to act, within the scope of the above-referenced indemnity obligations even if such action, claim, or proceeding is ultimately proved groundless.

Article IV. Compensation of Employee

Section 4.1 Annual Salary. As compensation for the services to be performed hereunder, Employee shall receive an annual salary at a rate of \$137,613.84 per year, payable every two weeks, less all applicable deductions. Such rate is 5% above Employee's existing salary for working above class as provided in Section 11 of the MOU. Employee shall remain eligible for overtime and standby pay in the same manner as is currently provided as Superintendent. Employee shall not be required to pay union dues to SEIU during his term of employment as Interim General Manager.

Section 4.2 Employment Benefits. Employee shall continue to receive and be entitled to all benefits of District employment (e.g. retirement, health, vacation, etc.) that he is currently receiving under the MOU as Superintendent, including the continued use of a District vehicle to commute to and from his residence.

Section 4.3 Paid Leave. Employee shall be entitled to receive paid leave accrual at the same rate as in his position as District Superintendent. In addition, Employee shall also be eligible for 80 hours of paid administrative leave to be used during the District's General Manager recruitment process and after the appointment of the new General Manager. Employee must use the administrative leave within 12 (twelve) months after the new General Manager is hired, after which time it shall expire.

Section 4.4 Reimbursement. In accordance with adopted District policies, the District shall

promptly reimburse Employee for all reasonable expenses incurred by Employee in connection with the business of the District. Each such expenditure shall be reimbursable only if Employee furnishes to the District adequate records and documentary evidence to substantiate the expenditure.

Article V. Termination of Employment as Interim General Manager

Section 5.1 Employee shall serve at the pleasure of the Board of Directors of the District. The Board of Directors of the District shall have the right to terminate the employment of Employee with or without cause, at any time and for any reason, with or without notice. Any decision by the District to terminate Employee's employment Interim General Manager shall require the affirmative vote of not less than three members of the Board of Directors of the District. In such event, Employee shall resume his position as Superintendent without interruption in pay, benefits or accruals.

Section 5.2 Termination by Employee. In the event Employee elects to terminate this Agreement prior to the expiration of its term, Employee shall resume his previous position as Superintendent without interruption in pay, benefits or accruals. .

Section 5.3 Exercise of Rights By District. All rights of the District under this Agreement shall be vested in the Board of Directors of District and shall only be exercised by a vote of a majority (but not less than 3) of the entire Board.

Article VI. General Provisions

Section 6.1 Entire Agreement. This Agreement supersedes and replaces any and all other Agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee as Interim General Manager by the District, and contains all of the covenants and Agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other Agreement, statement or promise or understanding not contained in this Agreement or the MOU, shall be valid or binding on either party.

Section 6.2 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged. No modification to this Agreement shall be valid unless said modification is approved by the affirmative vote of not less than three members of the Board of Directors of District in public session, which action shall be reflected in the minutes of such meeting approving the modification.

Section 6.3 No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 6.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 6.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Executed as of this 8th day of January, 2025 in San Andreas, California.

CALAVERAS PUBLIC UTILITY DISTRICT

By _____
Name: JACK TRESSLER
Title: PRESIDENT

Attest:

By _____
Name: CARISSA BEAR
Title: CLERK OF THE BOARD/SECRETARY

EMPLOYEE

MATHEW ROBERTS

EXHIBIT A

Scope of Services

General Manager shall provide such services to the District as contemplated under the California Public Utilities Code § 15501 *et seq.* General Manager shall manage District operations to provide customers with a safe and reliable water supply; provide professional and technical staff support and assistance to the Board; coordinate all District activities with Federal, State, County, local and private agencies. Such services shall also include such other services as may be authorized or requested by the District's Board of Directors. Examples of the services to be provided by General Manager include the following:

- Plans, directs and coordinates services, activities and operations of all facilities, equipment and projects;
- Manages the selection, training, and supervision of entire staff;
- Coordinates District activities with all regulatory agencies; ensures compliance with all state, local, and federal laws;
- Prepares, evaluates, and implements District budget; develops short and long term financial strategies; prepares Capital Improvement Program;
- Provides legislative direction/advice to Board; works with Board in developing District priorities;
- Implements Board policies and directives and communicates them to the public;
- Serves as the principal spokesperson for the District; represents District at public and professional functions; oversees public information and public education program, and coordinates media relations;
- Monitors District infrastructure and rehabilitation; ensures District records are maintained;
- Develops, implements, and monitors programs/projects for District newsletter, customer services surveys, benchmarking studies, and disaster recovery; and
- Works with staff to resolve customer complaints.