

**Kensington Police Protection and Community
Services District – Interim General Manager
Employment Agreement**

1. **Employment:**

This Interim General Manager Employment Agreement (Agreement) is entered between the Kensington Police Protection and Community Services District (“District”) and David A. Aranda (“Manager”). Under this Agreement, the District offers, and Manager accepts, at-will employment as Interim General Manager of the District. Manager acknowledges that he serves at the pleasure of the Board of Directors, and may be dismissed at any time without cause, subject to the provisions of section 6 of this Agreement.

The parties acknowledge that this is a temporary position, intended to provide for District management while the District recruits for a permanent General Manager.

2. **Duties:**

Manager shall perform those duties and have those responsibilities that are commonly assigned to a general manager of a special district in California, and as may be further set forth in California Government Code Sections 61050 and 61051 and the Policies set forth in the District’s Policy and Procedures Manual . Manager shall perform such other legally permissible and proper duties and functions consistent with the office of General Manager, as the Board of Directors shall from time to time assign. The parties anticipate that Manager will devote approximately 20-25 hours per week performing their duties for the District. Unless previously arranged with the Board President, Manager will spend no less than two days per week in the District offices. Except as provided herein, Manager may otherwise perform their duties remotely.

3. **Devotion to District Business:**

Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of their General Manager duties, except as may be specifically authorized by the Board of Directors.

4. **General Manager Authority:**

A. Except for the purpose of inquiry, the Board of Directors and its members shall

deal with all subordinate District employees (including, without limitation, the Chief of Police), officers, contractors, and consultants solely through the Manager or the Manager's designee, and neither the Board of Directors nor any member thereof shall give direction to any subordinate of the Manager, either publicly or privately. For purposes of this section, legal counsel is not subordinate to the Manager.

B. No member of the Board of Directors will order the appointment or removal of any person to any office or employment under the supervision and control of the Manager, provided that, nothing herein shall limit the Board's appellate responsibilities.

C. Neither the Board of Directors nor any of its members shall interfere with the execution of the powers and duties of the Manager, as specified in the District Policies No. 1015 and 3000 and this Agreement, or any other lawfully adopted and authorized document.

5. **Term:**

Manager's employment will commence February 13, 2023, and shall continue until December 31, 2023 or the date of earlier termination in accordance with the provisions in this Agreement. On or about September 14, 2023, the Manager shall report the number of worked in the prior and then-current fiscal year. The parties may amend this Agreement in writing pursuant to Section 16.

6. **Termination of Employment and this Agreement:**

A. If District terminates this Agreement (thereby terminating Manager's employment), by action of the affirmative votes of a majority of the members of the Board of Directors, Manager shall not be entitled to any additional compensation or payment but shall be entitled only to accrued Base Salary.

B. If, during the Term or any extended Term, Manager dies, Manager's estate shall receive Accrued Salary, but shall not be entitled to any additional compensation or payment.

C. In the event Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of three consecutive months, the District may terminate Manager's employment and this Agreement consistent with state law.

D. Manager may resign from their employment at any time, upon giving thirty (30) days written notice to the Board of Directors.

7. Compensation, Place of Work and Annual Evaluation:

A. Manager's Base Salary shall be One Hundred-Five Dollars per hour (\$105/hour). Said amount shall be payable in the same manner as other employees of the District are paid. Increases in Manager's Base Salary may be effective at any time at the sole discretion of the Board of Directors. The Manager will telecommute to the extent it does not interfere with their performance in the organization and community. They will provide regular reporting on hours worked to ensure compliance with budget parameters.

B. In addition to the Base Salary, Manager shall be entitled to reimbursement for travel expenses, as follows:

- i. For round trip airfare, up to \$300 for each week that Manger travels to the Kensington offices, for which Manager shall submit receipts;
- ii. For car rental, up to \$150 for each week that Manger travels to the Kensington offices, for which Manager shall submit receipts; and
- iii. For lodging, meals, incidentals and all other expenses, the United States General Services Administration's *per diem* rate for Alameda County.

C. Within 30 days of commencing employment with the District, Manager will submit goals and objectives for their tenure for approval by the Board of Directors.

D. Manager's Base Salary increases, if any, shall be approved in open session of the Board, but shall not require an amendment to this Agreement to be effective. Such increases may be set forth in an annual salary resolution or minute action approved by the Board of Directors by resolution.

E. Manager is a retired annuitant under the California Public Employees Retirement System and subject to the Public Employees' Pension Reform Act (PEPRA) and the Public Employees' Retirement Law (PERL). Manager shall be responsible for regulating their work for District so as to comply with the aforesaid statutes and any implementing regulations.

8. Other Benefits:

Other than the hourly salary set forth in this agreement, recognizing the part-time status of the Interim General Manager position, the District will not be responsible for any additional employee benefits. Notwithstanding the foregoing, Manager shall be entitled to any paid sick leave to which he is entitled under state law.

9. **Business and Professional Expenses:**

A. District recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to District. District agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to District's normal expense reimbursement procedures or such other procedure as may be designated by the Board of Directors. To be eligible for reimbursement, all expenses must be supported by documentation meeting District's normal requirements and must be submitted within time limits established by District.

B. District agrees to pay Manager's travel and subsistence expenses for official travel, meetings, and occasions for Manager's reasonable participation in necessary official and other functions for the District; including, but not limited to, regional, state, and local conferences, and governmental groups and committees on which Manager serves as a member. Notwithstanding the above, the number and allowable cost of conferences or meetings District will pay for each year, shall be at the discretion of the Board of Directors as set forth in the District's budget.

10. **Abuse of Office or Position:**

If Manager is convicted of a crime involving an abuse of their office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse District such administrative leave amounts paid; (b) if District pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse District such amounts paid. For purposes of this Section, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

11. **Communications Upon Manager's Separation:**

In the event the District terminates the Manager for any reason or no reason, the District and the Manager agree that, other than dates of hire, notice and separation, no member of the Board of Directors, the District Management staff, nor the Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any District employee concerning the Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the District and the Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

12. Indemnification:

Consistent with the California Government Code, District shall defend, hold harmless, and indemnify Manager using legal counsel of District's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement. Legal representation, provided by District for Manager, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event, there is a conflict of interest between District and Manager such that independent counsel is required for Manager, Manager may engage their own legal counsel, in which event District shall indemnify Manager, including direct payment of all such reasonable costs related thereto.

13. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change their address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

DISTRICT: Kensington Police Protection and Community Services District Attention:
President of the Board
217 Arlington Avenue
Kensington, CA 94707

MANAGER: David A. Aranda, Interim General Manager
3256 SW Huber St. Unit B
Portland, OR 972196

14. Conflict District Policies and Practices:

The District's personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the District policies and procedures, this Agreement shall prevail over District policies and procedures.

15. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by 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, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

16. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

17. Effect of Waiver:

The failure of either party to insist upon 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.

18. Partial Invalidity:

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.

19. Governing Law:

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

This Agreement is entered into this _____ day of February, 2023, pursuant to Board authorization on February 9, 2023.

Kensington Police Protection and Community Services District

By: _____

Alexandra Aquino-Fike, President

Sarah Gough, Vice President

Manager

David A. Aranda, Interim General Manager

Attest:

Lynelle Lewis, Clerk of the Board

Approved as to Form:

Ann Danforth, District General Counsel