Item #13

Kensington Community Services District

DATE: November 12, 2026

TO: Board of Directors

FROM: David Aranda, Interim General Manager (IGM)

SUBJECT: Approval of the General Manager Contract between Kensington Community Services District and John O. Tulloch

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RECOMMENDATION:

The Board approved the contract that has been drafted by the District's legal counsel, approved by John O. Tulloch and awaits board approval. John's first official day for work is December 1, 2026.

BACKGROUND:

In conjunction with the Kensington Fire Protection District consolidating into the Kensington Police Protection and Community Services District and the formation of the Kensington Community Services District, the Board of Directors desired to have a full-time general manager serve the District and the community.

The District contracted with Bob Murray and Associates, and a nationwide search was performed twice to find the right candidate for the position. John O. Tulloch is that candidate and has agreed to serve the people of Kensington as the full-time general manager for the Kensington Community Services District.

EXHIBIT(S):

- General Manager Position Description
- Kensington GM Employment Agreement

Kensington Community Services District

Position Description **December 1, 2026**

Position Title	**General Manager**
Status	FLSA Exempt, full-time, benefits per contract
Salary	Negotiable depending upon experience
Location:	Work will be performed at the Public Safety Building, Police Station, Kensington Community Center (meetings) and other meeting locations as determined.

District:
The District provides services in police and fire protection, waste management, parks, and recreational services under the governance of the Board of Directors.

Definition:
Under policy direction, plans, organizes, and provides administrative direction and oversight for all District functions and activities; provides policy guidance and program evaluation to the Board of Directors and staff; encourages and facilitates provision of services to the community; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

Distinguishing Characteristics:
The General Manager serves as the chief executive officer of the District, accountable to the Board of Directors and is responsible for implementation and oversight of District policies and procedures, financial reporting, and the efficient and economical performance of District activities and operations. The General Manager is an "at-will" classification and serves at the pleasure of the Board of Directors.

Supervision Received and Exercised:
Receives policy direction from the Board of Directors. Exercises general direction or supervision to District staff and consultants. The Chief of Police is a direct (employee) report while the Fire Chief reports to the Board of Directors through the El Cerrito Fire Services Contract.

Essential Function – *(illustrative examples, but not limited to the following):*
The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below; there are no marginal duties.

- Plans, organizes, leads, and administers the operations and financial management of the District in accordance with applicable laws, ordinances, and regulations, and adopted policies and objectives of the Board of Directors.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Directors and the District; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual operating and capital improvement budgets for the District; authorizes expenditures, purchases, and budget transfers in accordance with established policies; provide information regarding the financial condition and needs to the Board of Directors.

- Advises the Board of Directors on issues, programs, and financial status; directs the development of specific proposals for action regarding current and future District needs.
- Represents the District and the Board of Directors in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations, acts as the District liaison with the media.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District.
- Oversees the selection, training, professional development, and work evaluation of District staff; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, grants, and other written materials.
- Ensures that the Board of Directors is kept informed of District functions, activities, and financial status, and of legal, social, and economic issues affecting District activities.
- Monitors changes in laws, regulations, and technology that may affect District operations; implements policy and procedural changes as required.
- Perform related duties as assigned.

Minimum Qualifications:
Any combination of education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way would include:

Possession of a bachelor's degree from an accredited college or university with major coursework in public or business administration, public policy, finance, or a related field and five (5) years of increasingly responsible administrative or management experience in leading police or fire districts, special districts or other public agency settings, including three (3) years of management or supervisory experience.

Knowledge and Abilities:

- Plan, organize, coordinate and direct the work of staff to achieve efficient operations and meet District goals.
- Demonstrated change management experience with organizational transformation or a major culture change
- Budget development, analysis and financial strategies.
- Short, medium, and long-range financial, strategic, operational, infrastructure and other planning applicable to a community services special district.
- Regulatory and legal requirements of a community services special district.
- Serve as a highly motivated self-starter with demonstrated ability to successfully lead a productive organization.
- Principles and practices of effective leadership, supervision and business management.
- The functions and relationships of federal, state and local agencies with police/fire protection, solid waste, parks and recreation operations.
- Organization and functions of an elected Board of Directors.
- Strong verbal and written communication skills to effectively communicate with a multitude of audiences (elected officials, staff, public, external business partners and regulatory agencies).
- The Brown Act and other laws and regulations governing the conduct of public meetings.
- Social, political, and environmental issues influencing the development and implementation of District projects and programs.
- District personnel rules, policies, provisions, and negotiations.
- Principles and procedures of sound business communications.
- Technology related to public agency management.

License or Certificate:
Possession of, or the ability to obtain and maintain, a California Driver's License with a satisfactory driving record.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job the employee is regularly required to stand, walk, sit, drive, use hands and fingers, handle or feel, reach with hands and arms, grasp, hold, and manipulate office equipment and speak and hear. The employee is occasionally required to carry up to 15 pounds alone. The employee may occasionally be required to bend, crawl, crouch, balance or climb short distances. Specific vision ability required by this job includes close vision, color vision, peripheral vision, depth perception and ability to adjust focus with or without ocular aids.

Application and Selection Process:

This position is appointed by the Board through a process to be defined at the time an opening occurs.

GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is between Kensington Community Services District ("District") and John O. Tulloch ("Employee"). It is effective as of December 1, 2026.

RECITALS

1. The District has a vacancy in the position of General Manager;

2. The Board of Directors ("the Board") of the District desires to appoint Employee as the General Manager of the District, and Employee desires to accept this appointment; and

3. The District and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

NOW, THEREFORE, the parties agree as follows:

Section 1. Appointment; Duties and Authority; At-Will Status

District agrees to employ Employee as General Manager, to perform the functions and duties specified in the General Manager job description (attached hereto as **Exhibit A**), applicable law and ordinance, and the directions of the District's Board of Directors ("Board"). Employee is subject to the direction and oversight of the Board, and is appointed "at will," meaning that the employee serves at the pleasure of the Board, without right of appeal, and, subject to the provisions of this Agreement, the Board may terminate Employee's employment, with or without cause.

Section 2. Days, Hours, and Location of Work

A. Hours of Work. The position of General Manager is a full-time position generally requiring 40 working hours or more per week, and Employee is expected to devote the hours necessary to fulfill the obligations of the position. Employee understands that Employee is an executive management employee exempt from federal and state laws pertaining to overtime compensation. Employee must be available to other staff and members of the public, and is generally expected to be working during District's regular hours of business (which are Monday through Friday, 8:00am to 5:00pm). Employee's position also requires frequent time worked outside of customary business hours or District offices (e.g. for attendance at meetings, projects, and other similar or non-routine special events or circumstances or other functions on District's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the Board.

B. Full Energy and Skill. Employee agrees to remain in the exclusive employment of District, except as permitted under subsection C below, during the term of this Agreement. Employee shall faithfully, diligently, and to the best of Employee's abilities in accordance with the highest professional and ethical standards of the profession, perform all duties

that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to District. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to District's business and affairs.

C. Outside Employment. Employee shall inform and obtain approval from the Board of any secondary, non-volunteer employment by Employee, and any employment may only be performed outside of regular District business hours and must not interfere with, distract from, or otherwise deprioritize District business.

Section 3. No Conflict

During the term of this Agreement, Employee shall not engage in any employment, activity, consulting service, prohibited contract, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, the proper discharge of official duties, or which would tend to impair Employee's independence of judgment or action in the performance of official duties.

Section 4. Term

The term of this Agreement shall commence on December 1, 2026, and continue for a period of two years through November 30, 2028, unless terminated by one or both of the Parties in accordance with the provisions set forth in Section 9. If either party does not wish to renew this Agreement, the party shall provide a notice of non-renewal to the other party no later than sixty (60) days prior to the expiration date (of the initial or any extended term). In the event written notice of non-renewal is not given by either party to this Agreement to the other sixty (60) days prior to the expiration date, this Agreement shall be automatically extended on the same terms and conditions as set forth in this Agreement for an additional one-year term. A notice of non-renewal is not considered a termination without cause under Section 9 and does not give rise to any severance benefits.

Section 5. Compensation

A. Salary: Employee shall receive a base salary of Two Hundred and Fifteen Thousand Dollars ($215,000.00) payable in pro-rata installments in accordance with the District's established payroll schedule, and subject to all applicable and customary payroll taxes and withholdings.

B. Merit Salary Adjustments. In connection with Employee's annual performance evaluation, the Board can decide, in its sole discretion, whether to award Employee any increase in compensation. In addition, the Board has discretion to award Employee increases in compensation at other times deemed appropriate by the Board. Employee is not guaranteed any compensation increase, even with a positive evaluation or even if other District employees are provided an increase.

C. COLA. Commencing on December 1, 2027, and continuing each year thereafter during the term of this Agreement, Employee shall receive a Cost of Living Adjustment (COLA) equivalent to the most recent twelve-month reported rate of the Consumer Price Index

("CPI') as published by the United States Department of Labor for the San Francisco-Oakland-Hayward area; provided, however, that the annual percentage COLA increase shall not be less than two percent (2%) nor greater than five percent (5%) in any given year.

Section 6. Employee Benefits

A. Medical Benefits. The District will pay $2,735.14 per month toward CalPERS health coverage. This is equivalent to 90% of the Kaiser rate for the Kaiser Family Plan. Coverage would become effective on January 1, 2027.

B. Dental and Vision Benefits: The District will provide Employee and his eligible dependents with coverage under a District plan through SDRMA. Coverage would become effective on January 1, 2027.

C. Retirement Benefits. In accordance with the District's contract with CalPERS, Employee is not eligible for participation in CalPERS retirement plan.

D. Deferred Compensation. The District will contribute 10% of Employee's gross compensation each pay period to a District-sponsored 401(a) plan, with vesting at 33.33% upon completion of each year of service.

E. Technology. The District will provide Employee with a cell phone and laptop computer to use for District business.

F. Automobile. Employee shall receive a taxable monthly vehicle allowance of Two Hundred and Fifty Dollars ($250.00) per month. The parties intend for this taxable allowance to be in in lieu of reimbursement on an itemized basis for mileage, gas, maintenance of a vehicle, etc. Employee shall not be separately reimbursed for mileage driven in Employee's personal vehicle. This amount will be treated and paid as taxable income to Employee.

Section 7. Employee Leaves

A. Vacation: Employee shall earn 120 vacation hours per year, accrued on a pro rata basis each pay period. Employee can earn up to a maximum of 240 vacation hours, at which point Employee will cease accruing additional vacation until vacation time is used and Employee falls below the cap. Any accrued and unused vacation hours will be paid out upon separation.

B. Sick Leave: Employee shall earn 96 sick leave hours per year, accrued on a pro rata basis each pay period. Employee can earn up to a maximum of 192 sick leave hours, at which point Employee will cease accruing additional sick leave until sick leave time is used and Employee falls below the cap. Any accrued and unused sick leave hours have no cash value and will not be paid out upon separation.

C. Holidays. Employee is eligible for the paid holidays in accordance with the District's policy.

D. Bereavement Leave. Employee is eligible to take bereavement leave as provided and applicable to all District employees.

E. Administrative Leave. It is recognized that employee must devote a great deal of time outside the normal office hours to District business as General Manager. To that end, Employee shall receive forty (40) hours of administrative leave per year that must be used in the year granted and cannot be carried forward or accrued to subsequent years. At the commencement of this Agreement, Employee will receive forty (40) hours of administrative leave for use during the first year of his employment. In each subsequent year during the term of this Agreement, effective on the employee's anniversary date, the amount of administrative leave granted will be increased by five (5) hours, up to a maximum annual accrual of sixty (60) hours. (For example, on December 1, 2027, Employee will be granted forty-five (45) hours of administrative leave for his use during the second year of his employment). Administrative leave is only available for use in the year in which it is provided (counting from the anniversary date), has no other cash value, expires on November 30 of each year, and may not be carried over into a subsequent year of employment.

Section 8. Performance Evaluation

On or about the end of the first six months of Employee's employment, the Board shall conduct an evaluation of Employee's performance and provide guidance and direction regarding the Board's goals and objectives which Employee shall be tasked with implementing. In addition, each year on or about the anniversary of the Effective Date, or at a time mutually agreed upon by the Board and Employee, the Board shall conduct an evaluation of Employee's performance and provide guidance and direction regarding the District's goals and objectives which Employee shall be tasked with implementing. Nothing in this paragraph prohibits the Board from conducting additional formal performance evaluations when deemed appropriate or from providing informal feedback to Employee regarding Employee's performance.

Section 9. Termination of Employment; Severance Eligibility

A. No Property Interest: Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as General Manager. Employee understands and agrees that Employee works at the will and pleasure of the Board, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Notwithstanding the foregoing, during the ninety (90) days following certification of the results of any election at which one or more members of the Board are elected, Employee may be terminated or asked to resign without cause only by the affirmative vote of a supermajority of the members of the Board. For purposes of this provision, a supermajority means a majority vote of the Board plus one additional vote (i.e., if the Board has seven members, a supermajority means five; if the Board has five members, a supermajority means four).

B. Employee Resignation and Notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign voluntarily at any time from the position of General Manager, in which case Employee is requested to voluntarily provide sixty (60) days' notice in advance, unless the Parties agree otherwise. Upon Employee's resignation,

Employee shall be paid only for wages earned through the date of separation and any accrued vacation leave. In the event the Employee voluntarily resigns without being asked by District to resign (as provided in subsection C below), the Employee shall not be eligible for nor entitled to any severance pay.

C. Severance Pay. If Employee is asked to resign or is terminated without cause, then Employee shall be eligible to receive the following severance benefits: (a) a cash payment equivalent to the sum of Employee's base monthly salary multiplied by three (3) (or by the remaining number of months in the Agreement, whichever is less, in accordance with California Government Code section 53260). This cash payment, at the Board's discretion, will be paid either on a prorated, monthly basis over the number of months involved or as a lump sum; and (b) provided Employee timely elects COBRA coverage, reimbursement for Employee's monthly COBRA-eligible health benefits, at then-current coverage levels, for the same number of months under (a) or until the employee finds other employment, whichever occurs first (subject to the limits of Government Code sections 53260-53261)). Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against District (and its officers, employees, etc.) to the full extent permitted by law, in a form prepared by or approved by District legal counsel, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this paragraph. Upon termination, employee shall also be paid for any accrued, but unused, vacation leave, but not accrued sick leave or administrative leave.

D. For Cause Termination; Ineligibility for Severance. If Employee is terminated for cause, Employee shall not be eligible for nor paid any severance pay except as provided in the remainder of this subsection. "Cause" is defined as a conflict of interest; any acts of dishonesty, fraud, misappropriation or misrepresentation; insubordination (meaning the refusal to follow a lawful directive of the Board acting as a body, as distinguished from a directive of an individual Board member); repeated neglect of duties required to be performed under this Agreement; abandonment of duties; gross mismanagement; harassment or discrimination in violation of District policy; and any acts of moral turpitude (on or off duty.) In the event that Employee's employment and this Agreement are terminated for cause, Employee will be presented with a general description of the basis for said cause. If Employee seeks to challenge that determination, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause" as defined above. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages, attorneys' fees, litigation costs expenses, or other award. Under no circumstances shall the Employee be entitled to reinstatement as a result of such action.

Section 10. Payment of Expenses of Employment

A. Fidelity and Other Required Bonds. District will pay the cost of any fidelity or other bonds required of the Employee under applicable law.

B. Indemnity. In accordance with and subject to the California's Government Claims Act (Government Code §810 *et seq*), District will defend and indemnify Employee against and for all losses sustained by Employee arising in the scope of, and in direct consequences of, the

discharge of duties on the District's behalf for the period of Employee's District employment. District's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. District will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

C. Professional Development and Memberships. Subject to budget approval, District will pay the reasonable dues for Employee's membership in professional organizations associated with the office of General Manager.

D. Professional Events. Subject to budget approval, the District will pay the cost of attending conferences or other events (i.e. out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. District will allow Employee reasonable time away from regular duties to participate in the annual conferences of these organizations.

E. Necessary Employment Expenses. District will reimburse Employee for all expenses necessarily incurred in performing duties under this Agreement for the benefit of the District. Such expenses must be supported by written receipts and will be processed in accordance any established District expense policy. Employee must obtain approval from the President of the Board before incurring any travel-related expenses related to attendance at any conferences associated with District management functions. Reimbursable expenses include travel, accommodations, and registration for conferences, and meals. Employee is not eligible for mileage reimbursement for work-related travel, as the vehicle allowance is intended to cover any and all mileage expenses.

Section 11. Miscellaneous/General Provisions

A. Notices. Notices pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing into the custody of the United States Postal Service, postage prepaid, addressed as follows: Employer: Kensington Community Services District
217 Arlington Ave.
Kensington, CA 94707
Attn: Board President

Courtesy copy to: Best Best & Krieger LLP
500 Capitol Mall, 25th Floor
Sacramento, CA 95814
Attn: Joshua Nelson

Employee John O. Tulloch
Mailing address last on file with District

Notice shall be deemed given as of the date of personal service or as of the business day following the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

B. Entire Agreement. This Agreement sets forth and establishes the entire understanding between District and Employee with respect to the General Manager appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement.

C. Other Employment Terms and Conditions; Agreement Amendments. The Board reserves the right to unilaterally modify the terms of this agreement to comply with applicable law (and to notify Employee of such modification as soon as possible), as well as to fix (in consultation with Employee) any such other terms and conditions of employment that are not inconsistent or in conflict with this Agreement. In addition, the parties may, by mutual written Agreement approved by majority of the Board and signed by both Parties, amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. Any purported amendment not in compliance with this subsection shall be null and void.

D. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, each party shall bear their own attorney's fees as may be incurred in enforcing any judgment or order entered in any such action.

E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

F. Binding Agreement. This Agreement is binding upon, and shall inure to the benefit of, Employee's heirs and executors.

G. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 et seq. of the Government Code, as it may be amended or renumbered. If Employee is convicted of a crime involving an abuse of his office or position while employed with the District, any cash settlement related to the termination of this Agreement received by Employee shall be fully reimbursed to the District.

H. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and District agree that venue for any dispute shall be in Contra Costa County, California. Nothing in this subsection precludes the Parties from, by mutual agreement, utilizing alternative dispute resolution methods such as arbitration.

I. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

J. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

K. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

L. No Assignment. Employee may not assign or transfer this Agreement in whole or in part. Any such purported assignment or transfer shall be null and void.

M. Public Record. Employee acknowledges that this Agreement is a public record subject to public review and disclosure under California law.

Dated: _____ KENSINGTON COMMUNITY SERVICES DISTRICT

By _____
Sylvia Hacaj, Board President

Dated: _____ EMPLOYEE

_____
John O. Tulloch

Approved as to Form:

_____

Joshua Nelson, District General Counsel