

**EMPLOYMENT AGREEMENT
BETWEEN
INDIAN VALLEY COMMUNITY
SERVICES DISTRICT
AND
SECTARIS PARTNERS LLC**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of January 1, 2024 by and between Indian Valley Community Services District (“DISTRICT”) and Sectaris Partners LLC (“EMPLOYEE”).

Recitals:

- A. DISTRICT has a need for a General Manager who will be responsible for performing the functions and duties specified under the laws of the State of California, the rules and policies of the DISTRICT, and to perform such other duties and functions as the Board of Directors of the DISTRICT shall from time to time assign; and
- B. EMPLOYEE warrants that he is qualified and agreeable to act as General Manager and perform the activities and requirements thereof to the highest professional standards.

Now, therefore, the parties agree as follows:

- 1. **Appointment of District Manager and Term:** District hereby appoints and agrees to employ EMPLOYEE’s Representative, Adam Cox, in the capacity of General Manager, effective January 1, 2024 (“Effective Date”). The term of this Agreement shall begin on the Effective Date and shall terminate on June 30, 2026. The parties may, by mutual agreement, renew or extend the term of this Agreement at any time pursuant to the terms herein.

This Agreement shall renew automatically for an additional one (1) year term unless DISTRICT and EMPLOYEE agree in writing otherwise.

- 2. **Duties:** EMPLOYEE shall perform the duties of General Manager in accordance with the highest professional standards of the profession and in accordance with DISTRICT’s Board of Directors policy and direction.
- 3. **Support:** DISTRICT shall provide EMPLOYEE with suitable facilities and services reasonably necessary for the performance of EMPLOYEE’S duties. DISTRICT shall provide EMPLOYEE with an office to perform its duties, including a computer and internet services.
- 4. **Compensation:** DISTRICT agrees to compensate EMPLOYEE as follows:
 - a. On the Effective Date of this Agreement and in recognition of EMPLOYEE’S

positive past performance and history of securing grant funding, EMPLOYEE shall receive an hourly wage set and maintained (without further action of the Board) at \$125.

- b. EMPLOYEE shall provide the equivalent of Full-Time direct services to DISTRICT; a minimum of 160 hours of work are expected each month. EMPLOYEE's Representative, Adam Cox, shall maintain responsibility for all operations of the DISTRICT and will be available on a continuous 24-hour basis for emergency needs and direction to staff.
 - c. EMPLOYEE's Representative may, at the sole expense of the EMPLOYEE, participate benefits offered from or through the DISTRICT for EMPLOYEE's Representative.
 - d. EMPLOYEE shall not be entitled to longevity pay, paid vacation, sick, or personal leave for the term of this Agreement.
 - e. EMPLOYEE shall not be entitled to overtime pay.
 - f. DISTRICT shall allow for time to attend meetings and conferences related to and applicable to this employment, and pay for reasonable expenses related thereto. DISTRICT also agrees that EMPLOYEE's Representative is generally expected to be available during all DISTRICT normal business hours and that EMPLOYEE's Representative may choose to work a combination of in-person and remotely/virtually. DISTRICT additionally recognizes that while it provides no paid leave to EMPLOYEE, EMPLOYEE's Representative may occasionally be unavailable due to sickness, holidays, vacation, or other business; such absences shall not negatively affect the operations of DISTRICT.
5. **Termination:** This Agreement may terminate (i) upon thirty (30) days' notice given to DISTRICT by EMPLOYEE, or; (ii) by motion of the Board of Directors to terminate EMPLOYEE, or; (iii) for cause. For cause is limited to the conviction of any act which would constitute a crime, whether misdemeanor or felony, and which is related to the performance of the duties of the General Manager, or for unacceptable performance as defined by an evaluation tool jointly developed and approved by EMPLOYEE and the Board of Directors.
6. **Severance:** In the event EMPLOYEE is terminated without cause, DISTRICT agrees to immediately pay EMPLOYEE a lump sum cash severance payment equal to the total of EMPLOYEE's then current aggregate salary that they would have been entitled to receive for a period of one (1) month under the terms of this Agreement.
7. **Indemnification:** DISTRICT agrees to defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in the performance of EMPLOYEE's duties. DISTRICT is not required to indemnify EMPLOYEE for any illegal acts committed by EMPLOYEE, but may agree to do so in its discretion.

8. **Placeholder Article:** This article is intentionally left blank.
9. **Disputes:** In the event of any suit or legal action which is instituted to enforce any provision of this Agreement or the interpretation thereof, the prevailing party shall be entitled to all fees, costs, and expenses under this Agreement from the other party, including without limitation, such reasonable attorneys' fees and expenses.

10. **General Provisions:**

- a. **Integration:** This Agreement contains the entire agreement of the parties regarding the employment of EMPLOYEE by DISTRICT as General Manager. Any prior discussions or representations between the parties are merged into this Agreement.
- b. **Amendment:** The parties may, by written agreement signed by both parties, amend any provision of this Agreement.
- c. **Non-Assignability:** EMPLOYEE may not assign, sell, or otherwise transfer this Agreement or any interest therein. EMPLOYEE may not delegate his duties hereunder without the prior express written approval of the DISTRICT in its sole discretion.
- d. **Construction:** This Agreement is the result of the joint efforts of both parties. The Agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party
- e. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.
- f. **Jurisdiction and Venue:** This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue for any dispute arising from or related to this Agreement shall be in Plumas County, California.
- g. **Waiver:** A waiver of any of the terms or conditions of this Agreement shall not be construed as a waiver of any other terms or conditions hereof.
- h. **Notices:** Notice pursuant to this Agreement shall be given by depositing in the custody of the US Postal Service, first-class postage prepaid, addressed as follows:

(1) If to DISTRICT:

Indian Valley Community Services District
P.O. Box 207
Crescent Mills, CA 95934


(2) If to EMPLOYEE:

Sectaris Partners LLC
143 W. 21st Street
Merced, CA 95340
adam@sectaris.partners

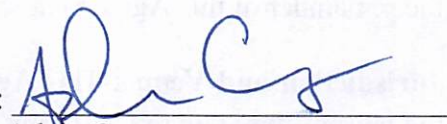
Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent by overnight delivery shall be deemed given on the next business day. Notices sent via United States registered or certified mail shall be deemed given two (2) business days from mailing.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions hereof, and have executed this Agreement on the date written below.

**INDIAN VALLEY COMMUNITY
SERVICES DISTRICT:**

By: 
Kristine Gorbet
Board Chair
Date: 2/28/24

SECTARIS PARTNERS LLC:

By: 
Adam Cox
Managing Partner
Date: 2/28/24