



5880 Oak Street, Anderson, CA 96007  
Phone: (530) 357-2121 Email: cccsd@clearcreekcsd.org

**Board of Directors: Scott McVay - Chair**  
**Logan Johnston, Vice Chair**  
**Directors – Pam Beaver, Beverly Fickes, Terry Lincoln**

**General Manager: Paul Kelley**

**SPECIAL MEETING: April 22<sup>nd</sup> 2025 at 6:00PM: District Office Board Room**

**AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. OPEN TIME/PUBLIC COMMENT:** Pursuant to Gov. code S54950, persons wishing to address the Board of Directors on matters not listed on the agenda should notify the Secretary prior to the start of the meeting. To speak at this time and for any item listed on the agenda – raise your hand, and when recognized by the Chair – proceed to the podium to address the Board.
- 5. CONSENT AGENDA** - None
- 6. OLD BUSINESS/NEW BUSINESS** (Discussion/Action)
  - a. Interim General Manager Appointment – Employment Agreement with Jim Wadleigh (Discussion/Action)
- 7. ADJOURN THE MEETING**

ADA Related Disabilities:

Contact the front office and speak with a Staff Member if special consideration is needed to attend any public meeting for disability related accommodations or aide is needed. Please give 72 hours - notice prior to the meeting to allow staff to meet your requests appropriately.

“This District is an Equal Opportunity Provider”

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## MEMO

**Date:** April 22<sup>nd</sup> 2025  
**To:** Board of Directors  
**From:** General Manager – Paul Kelley

**Re: 6a – Interim General Manager Appointment – Employment Agreement with Jim Wadleigh – (Discussion/Action)**

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### **Discussion/Action:**

The Board of Directors met April 16<sup>th</sup> and announced that they had selected Jim Wadleigh to be the Interim General Manager – contingent on an employment agreement approved at the April 22<sup>nd</sup> meeting.

Attached is the Employment agreement for Interim General Manager services.

### **Recommendation:**

Review, Discussion, By Motion approve the employment agreement and authorize the Chair's Signature.

EMPLOYMENT AGREEMENT  
FOR  
INTERIM GENERAL MANAGER  
OF THE CLEAR CREEK COMMUNITY SERVICES DISTRICT

This Employment Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between the Clear Creek Community Services District (hereinafter referred to as "Employer" or "CCCSD") and Jim Wadleigh (hereinafter referred to as "Employee" or "Mr. Wadleigh").

RECITALS

WHEREAS, Employer desires to employ the services of Jim Wadleigh as Interim General Manager; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

WHEREAS, Employee desires to accept employment as Interim General Manager; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement and for other valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

Section 1. General Manager Duties

Employee agrees to perform the functions and duties of the position of General Manager, and any additional duties as may be assigned by the Board from time to time. A general description of the duties and responsibilities of the General Manager is attached to this Agreement as **Exhibit A** and incorporated herein by this reference. Employee shall be responsible for performing the statutorily required duties of a general manager of a Community Services District, as set forth in California Government Code Section 61051, which provides as follows:

- (a) The implementation of the policies established by the board of directors for the operation of the district.
- (b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system established by the board of directors.
- (c) The supervision of the district's facilities and services.
- (d) The supervision of the district's finances.

Section 2. Term of agreement

Employment shall commence on April, 25 2025, and continue until June 30, 2025, or until terminated by either Employee or Employer in accordance with the terms of this Agreement or by law.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4 of this Agreement.

### Section 3. Place of Employment.

Unless the parties agree otherwise in writing, during the employment term Employee shall perform the services he is required to perform under this Agreement at Employer's offices, located at 5880 Oak Street, Anderson, California, provided, however, that Employer may from time to time require Employee to travel temporarily to other locations on Employer's business.

### Section 4. Devotion to District Business and Hours of Work

The Interim General Manager position is a full-time position. Therefore, except as otherwise provided herein, Employee shall not engage in any outside business, educational, professional, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with performance of the Interim General Manager duties, without written prior approval from the Board of Directors. As a full-time position, Employee's work schedule shall generally be consistent with the normal business hours adopted by the CCCSD and those additional hours necessary to fulfill the obligations of Interim General Manager, including being available to attend all necessary meetings during evenings and weekends. During their employment, Employee shall devote such time, interest, and effort to the performance of this Agreement as may, in the view of Employer, be fairly and reasonably necessary.

### Section 5. Salary compensation

Starting April 25 2025, Employer agrees to pay Employee a base hourly rate of \$ 55/hr, payable in installments at the same time and in the same manner as other employees of the District are paid, for the performance of the duties and obligations of Interim General Manager.

### Section 6. Benefits

No benefits are provided as part of the compensation for the Interim General Manager position, except as provided under California law.

### Section 7. Termination for Cause

Without limiting Employer's ability to terminate the employment of Employee for no

cause, Employer may terminate this Agreement at any time without notice if Employee commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, unjustifiably neglects his duties under this Agreement, or acts in any way that has a direct, substantial, and adverse effect on Employer's reputation, as determined by the Board in its sole discretion.

Section 8. Effect of no-cause termination on Salary:

On 30 days' prior written notice, Employer may terminate Employee without cause, provided, however, that Employer reserves the right to terminate Employee's employment immediately and provide 30 days' pay in lieu of notice to Employee.

Section 9. Other Obligations of the District

A. Office, Supplies, Business Expenses. Employer agrees to provide the Interim General Manager with an office, suitable office and computer equipment, supplies and other such facilities and services commensurate with the Interim General Manager position in order to facilitate the performance of their duties. The Interim General Manager may receive reimbursement for expenses incurred in the performance of the District's business at the approval of the board of directors.

Section 10. Performance Review

Employee's performance review shall be monthly during the interim period.

Section 11. Employee's Representations

Employee represents and warrants that he is not restricted, contractually or otherwise, from entering into this Agreement. Employee further warrants that he has the qualifications represented to Employer, including any required licenses or certifications.

Section 12. General Provisions

A. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, understandings, commitments, and practices between them, including all prior employment agreements, whether or not fully performed by Employee before the date of this Agreement. Without limiting the generality of the foregoing, except as provided in this Agreement, all understandings and agreements, written or oral, relating to Employee's employment by Employer or Employer's payment of any compensation or provision of any benefit in connection therewith or otherwise are hereby terminated and shall be of no future force or effect. Employee represents and warrants that Employee is not relying on any representations made before or outside of this Agreement. No oral modifications, express or implied, may alter or vary the terms of this Agreement. No amendments to this Agreement

may be made except by a writing signed by the Board and Employee. No employee or supervisor of Employee is authorized to alter or vary the terms of this Agreement except by written agreement by the Board Any representations contrary to this Agreement, express or implied, written or oral, made after the date of this Agreement are hereby disclaimed.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

C. This Agreement shall be governed by the laws of the State of California. Employee and the District agree that venue for any dispute shall be in Shasta County, California.

D. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.

E. Employee may not assign this Agreement in whole or in part.

F. If any legal proceeding is necessary to enforce or interpret the terms of this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees as well as reasonable costs and disbursements (including expert witness fees), in addition to any other relief to which the prevailing party may be entitled.

G. Any notice to Employer required or permitted under this Agreement shall be given in writing to Employer, either by personal delivery (including personal delivery by fax or e-mail) or by registered or certified mail, postage prepaid, addressed to the Board at Employer's then principal place of business. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at his home address then shown in Employer's files. 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 delivery, if delivered personally to the party to whom notice is to be given, or (b) on the third business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Section.

H. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The text herein shall constitute the entire Agreement between the parties. Any amendments to this Agreement must be in writing and executed by both parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of

Employee.

Section 13. Effective Date

This Agreement shall be effective on April \_\_\_\_ 2025.

In Witness Whereof, Employer and Employee have signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

EMPLOYER:

\_\_\_\_\_  
Jim Wadleigh

\_\_\_\_\_  
Scott McVay  
Board of Directors, Chair

## EXHIBIT A

### INTERIM GENERAL MANAGER Job Description and Duties

The Interim General Manager serves as the Chief Executive Officer of the District and reports directly to the Board of Directors. This role is responsible for leading and overseeing the overall operations, administration, and strategic direction of the District. While the Interim General Manager may sub-delegate tasks as appropriate, ultimate accountability for delegated functions remains with the General Manager to ensure proper execution in alignment with the Board's directives.

The Interim General Manager represents the District in a professional manner that supports and advances the District's mission and operational effectiveness. This position provides policy guidance to the Board of Directors, oversees District staff, and ensures the implementation and enforcement of District ordinances, policies, and procedures. The Interim General Manager also provides comprehensive administrative support to the Board.

#### **Key Responsibilities:**

- Oversee and manage the day-to-day operations of the District to ensure efficient, effective, and economical service delivery.
- Provide leadership, guidance, and direction to all District staff.
- Serve as Secretary to the Board of Directors, including preparation of agendas, meeting coordination, and documentation.
- Maintain continuity of District operations throughout the interim appointment period.
- Prepare and present reports, budget forecasts, and other key documentation as required; coordinate interdepartmental activities to support operational efficiency.
- Identify, apply for, and manage grants to support infrastructure improvements and other initiatives that benefit the District.
- Ensure the implementation of policies adopted by the Board of Directors.
- Hire, supervise, evaluate, discipline, and, if necessary, dismiss District employees in accordance with Board-approved personnel policies.
- Oversee the management and maintenance of all District facilities and services.
- Monitor and direct all financial activities of the District to ensure fiscal accountability.
- Perform additional duties as required or assigned by the Board of Directors.