Groveland Community Services District

BOARD MEETING AGENDA SUBMITTAL

TO: **GCSD Board of Directors**

FROM: **Josh Varinsky, General Counsel**

DATE: **November 12, 2026**

SUBJECT: **Adoption of a Resolution Approving Amended and Extended Employment Agreement for General Manager, Peter Kampa**

RECOMMENDED ACTION:

I move to Adopt Resolution 36-2026, approving the amended and extended employment agreement for General Manager, Peter Kampa.

BACKGROUND/DISCUSSION:

On October 21, 2026, Board President John Armstrong requested that the District revisit the employment agreement between the Groveland Community Services District ("District") and General Manager Peter Kampa. The intent of the request was to recognize the satisfactory performance of the General Manager, support continuity of District operations and stable leadership, and to provide a fair opportunity for evaluation of the General Manager after an election.

At the Board President's request, and for consideration by the Board, the District's General Counsel updated and amended the existing employment agreement to include the requested changes. Certain revisions simply reorganize, clarify, or remove certain provisions. There is no salary increase included in the amended agreement. There are several changes of note which incorporate the request into the employment agreement:

> **Term – Section 2(A).** Under the current agreement, the General Manager's employment term began March 11, 2026, and continues through June 30, 2027. The new term extends the agreement through June 30, 2030.
>
> **Transition Period After Election - Section 4(E).** Under this provision, the Board may not terminate the General Manager without cause during the four-month period immediately following the date that elected directors take office after any District

Board election. The provision also contains a 12-month severance payment in the event the Board proceeds with termination without cause. The 12-month severance payment is greater than what would otherwise apply to a termination without cause outside of this 4-month transition period, which is a severance payment of 6 months. The Board still has the ability to terminate the General Manager for cause at any time. The provision is intended to protect continuity of District operations and ratepayers, to provide new directors a reasonable opportunity to become familiar with District operations, and to provide a fair opportunity for evaluation before making any leadership change.

FISCAL IMPACT:

There is no anticipated or immediate budget impact for this item. The General Manager is an established position for the District and there is no salary increase. The District should take note that severance provisions are included which may cause an unbudgeted expenditure, if termination were to occur without cause.

ATTACHMENTS:

1. Resolution 36-2026
2. Amended Employment Agreement for Peter Kampa

RESOLUTION 36-2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT EXTENDING AND APPROVING AN AMENDED EMPLOYMENT AGREEMENT WITH GENERAL MANAGER PETER KAMPA

WHEREAS, Peter Kampa currently serves as General Manager of the Groveland Community Services District ("District") under an Employment Agreement dated March 11, 2026 ("Existing Agreement"); and

WHEREAS, the Existing Agreement provides for a term of employment from March 11, 2026, through June 30, 2027; and

WHEREAS, Board President John Armstrong requested that the District revisit the employment agreement, and further prepare an amended agreement that extends the General Manager's term of employment and adds protections to support continuity of District operations; and

WHEREAS, the District's General Counsel prepared an amended General Manager Employment Agreement ("Amended Agreement"), attached hereto as **Exhibit A**; and

WHEREAS, the Amended Agreement is intended to recognize the satisfactory performance of the General Manager, to extend the term of the Existing Agreement, and to provide a transition period for elected directors to become familiar with District operations while affording the General Manager a fair opportunity for performance evaluation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. The Recitals above are hereby found to be true and correct and are incorporated herein by this reference.

2. The Board hereby approves and authorizes execution of the Amended Employment Agreement between the District and Peter Kampa, attached hereto as **Exhibit A**.

EXHIBIT A

General Manager Employment Agreement

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 12, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVE:

John Armstrong, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 12, 2026.

DATED: _____

EMPLOYMENT AGREEMENT

GROVELAND COMMUNITY SERVICES DISTRICT

GENERAL MANAGER

This GENERAL MANAGER EMPLOYMENT AGREEMENT ("Agreement") entered into and effective this November 12, 2026 is made by and between the Groveland Community Services District ("District") and Peter Kampa ("Employee" or "General Manager").

RECITALS

A. Employee currently serves as the District's General Manager, and the District desires to continue Employee's employment in that capacity and establish the compensation and conditions of employment of the General Manager.

B. Employee desires to accept employment as General Manager under the terms and conditions contained in this contract.

C. This Agreement, made effective as of the date written above, shall amend, supersede, and replace in its entirety the prior Employment Agreement between the District and Employee dated March 11, 2026 and any prior agreements.

In consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

AGREEMENT

SECTION 1. DUTIES

A. The District hereby employs Employee as the General Manager to perform the functions and duties specified by the District, and attached hereto as **Exhibit A** and incorporated herein by reference.

B. The General Manager position is a full-time, salaried, exempt position. Employee is expected to devote a great deal of time, both during and outside normal business hours, to the District's business. The District shall be the employee's primary employer. Employee shall not accept or engage in other employment without the District's prior written approval, which shall not be unreasonably withheld and may be denied for a legitimate business reason, including an actual or potential conflict of interest or material interference with Employee's duties to the District. Notwithstanding the foregoing, the District approves Employee's continued provision of part-time general manager services to the Copper Valley Community Services District.

C. Employee shall not engage in any activity that is or may become a conflict of interest or which may create an incompatibility of office as defined under California law.

SECTION 2. TERM

A. The term of this Agreement shall commence on **November 12, 2026** and continue through **June 30, 2030** unless earlier terminated in accordance with the termination, severance, or resignation provisions of this Agreement.

B. The parties acknowledge that Employee's employment is at the will of the District. Except as expressly provided in this Agreement, nothing herein shall limit or otherwise interfere with party's right to terminate the employment relationship at any time in accordance with Section 4 of the Agreement.

SECTION 3. COMPENSATION AND BENEFITS

A. Salary. District shall pay Employee an annual base salary of **Two Hundred Twenty-Two Thousand Five Hundred Sixty Dollars ($222,560.00)**, payable in installments at the same times and in the same manner as other District employees (currently bi-weekly). Employee shall receive an annual cost-of-living adjustment ("COLA") effective July 1 of each fiscal year in the same percentages as those provided to other full-time District employees.

B. Annual Performance Review. The District's Board of Directors shall regularly conduct a performance review of the General Manager. As part of that review, the Board may evaluate and consider adjustments to Employee's compensation and benefits based on performance, the District's needs and financial circumstances, and other relevant factors. The Board may also establish or revise performance goals and objectives for the subsequent review period. A satisfactory or favorable performance review does not entitle Employee to increased compensation.

C. Benefits. District will provide the General Manager with the same types and levels of benefits provided to other full-time District employees, including, but not limited to holidays, sick leave, life insurance, medical insurance, dental insurance and vision insurance in accordance with the District's Policy Manual, as amended from time to time. Employee shall also be eligible, to the same extent as similarly situated District employees, to participate in the California Public Employees' Retirement System (CalPERS), including applicable employer and employee contributions, in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA), the District's adopted policies, and applicable CalPERS requirements.

D. Vacation Leave. Employee shall accrue vacation leave at a rate of thirty (30) working days per year, equivalent to two hundred forty (240) hours per year, accrued on a prorated basis each pay period. Employee may accumulate a maximum balance of sixty (60) days, equivalent to four hundred eighty (480) hours, of vacation leave. Upon reaching the maximum accumulated balance, further accruals shall cease until Employee uses sufficient leave to reduce the balance below the maximum, at which time accruals shall resume, subject to the maximum accumulation limit. Accrued and unused vacation leave shall constitute vested compensation. Upon separation from employment for any reason, Employee shall be paid for all accrued and unused vacation leave earned through the last day of employment, calculated at Employee's then-current base rate of compensation. Except as otherwise expressly provided in this Agreement, the scheduling, use, and administration of vacation leave shall be governed by the District's Personnel

Policies, as amended from time to time.

SECTION 4. TERMINATION OF EMPLOYMENT

A. At Will Employee. Employee serves at the pleasure of the District. Except as provided specifically herein, nothing in this Agreement shall be construed to prevent, limit or otherwise interfere with the right of the District to terminate Employee's employment with or without cause. There is no express or implied promise made to Employee for any form of continued employment and Employee specifically acknowledges he has no property right in his continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the General Manager and the District.

B. Termination by Mutual Agreement. The District and Employee may terminate this Agreement at any time by mutual agreement, subject to any terms and conditions agreed upon by the parties.

C. Termination Without Cause. The District may terminate Employee's employment without cause, as defined in Section 4(G), in its sole discretion, upon thirty (30) days' written notice. If the District terminates Employee without cause, the District shall pay Employee severance in an amount equal to six (6) months of Employee's then-current base salary or, if fewer than six (6) months remain on the term of this Agreement, the amount of Employee's then-current base salary for the remainder of the term, whichever is less. This severance payment shall be consistent with Government Code section 53260, which limits severance payments to the lesser of eighteen (18) months' salary or the salary for the remainder of the employment contract. In no event shall Employee be entitled to more than six (6) months' severance pay.

D. Reimbursement of Severance and Paid Administrative Leave. Pursuant to Government Code sections 53243 and 53243.2, Employee shall fully reimburse the District for (1) any salary received while on paid administrative leave pending an investigation, and (2) any cash settlement or severance payment received in connection with termination of this Agreement, if Employee is convicted of a crime involving abuse of Employee's office or position.

E. Transition Period After Election. Notwithstanding any other provision of this Agreement, the District shall not terminate Employee without cause during the four (4) month period immediately following the date that elected directors take office after any District Board election ("Transition Period"). The Transition Period is intended to allow the Board of Directors, including any newly elected directors, an opportunity to become familiar with District operations and evaluate Employee's performance. This provision is intended to promote continuity of District operations and to protect the interests of District ratepayers. Nothing in this subsection shall preclude the District from terminating Employee for cause, as defined in subdivision 4(G), during the Transition Period.

If the District terminates Employee without cause in violation of this subsection, Employee shall be entitled to severance pay equal to twelve (12) months of Employee's then-base salary or the maximum permitted under Government Code section 53260, whichever is less, in lieu of the severance otherwise payable under subsection 4(C). This severance obligation is a consequence of the District's breach of this subsection and is not an alternative means of

complying with its requirements. Payment of such additional severance shall not constitute Employee's exclusive remedy for the District's breach.

F. Resignation of the General Manager. Employee may resign from employment with the District at any time by providing the District with one hundred twenty (120) days' written notice of Employee's intention to resign. The parties acknowledge that this notice period is intended to provide the District with an opportunity to ensure an orderly transition of management responsibilities. The District may, in its discretion, waive all or any portion of the notice period. Employee shall not be entitled to severance pay upon resignation.

G. Termination for Cause, or in the Event of Death. Notwithstanding any other provision of this Agreement, this Agreement shall terminate immediately upon Employee's death or upon the District's termination of Employee's employment for cause as defined below. Upon termination under this subsection, Employee shall not be entitled to severance or other compensation under this Agreement, except for salary earned but unpaid through the effective date of termination and any accrued or vested benefits payable under applicable law or the terms of the applicable benefit plan(s). The District shall have no further obligations under this Agreement, except for obligations that expressly survive termination.

"Cause" for termination shall include, but shall not be limited to, any of the following acts or conditions on the part of Employee:

(1) Any grounds for termination recognized under California Labor Code section 2924, amended or superseded from time to time, including willful breach of duty, habitual neglect of duty, or continued incapacity to perform assigned duties; or

(2) Persistent or material failure or refusal to perform duties and responsibilities of the General Manager, including failure to correct identified deficiencies in performance;

(3) Conduct, whether during or outside working hours, that materially discredits the District or substantially impairs Employee's ability to perform the duties of General Manager;

(4) Conviction of, or entry of a plea of *nolo contendere* to, a felony or any crime involving moral turpitude or dishonesty;

(5) Conviction of, or entry of a pleas of *nolo contendere* to any crime involving moral turpitude or dishonesty.

(6) A material breach of this Agreement;

(7) Insubordination, gross negligence, or willful misconduct in the performance of Employee's duties. Violation of District policies, rules, or procedures that results in, or creates a substantial risk of, significant loss, damage, or injury to the district, its property, employees, or operations;

(8) Continual tardiness or failure to report to work without justification;

(9) Fraud, embezzlement, bribery, misappropriation, or other serious conduct in connection with Employee's employment or the District's business.

H. Disability or Inability to Perform Essential Functions. If Employee becomes unable to perform one or more essential functions of the General Manager position, with or without reasonable accommodation, the District shall engage in the interactive process and determine whether a reasonable accommodation would enable Employee to perform those functions without imposing an undue hardship on the District.

If, after engaging in the interactive process and considering all reasonable accommodations, the District determines that Employee cannot perform the essential functions of the position, or that no reasonable accommodation is available that would permit Employee to do so without imposing an undue hardship on the District, the District may terminate Employee's employment in accordance with applicable law.

SECTION 5. PROFESSIONAL GROWTH AND STANDING

A. The District encourages the continuing professional growth of the General Manager through his participation in activities such as those conducted by or sponsored by the California Special Districts Association (CSDA). To that end, the District shall support the General Manager's nomination for CSDA Board membership and related activities. Participation in such activities shall be considered normal workdays.

B. The District shall proportionally fund the General Manager's attendance, including registration, travel, meals and related costs at industry functions and training activities, such as the CSDA annual conference, General Manager Summit, Legislative Action Days and similar activities. These activities shall be coordinated with the District and costs reimbursed in accordance with applicable District policies and rules and regulations.

SECTION 6. GENERAL PROVISIONS

A. Law Governing Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of California.

B. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the District and Employee concerning Employee's employment as General Manager. Any modification of this Agreement shall be effective only if set forth in a written amendment duly approved by the District and executed by both parties.

C. Notices. Any notices given pursuant to the terms of this contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(i) DISTRICT:

Groveland Community Services District
P.O. Box 350
Groveland, CA 95321-0350

(ii) Employee:
Peter Kampa
P.O. Box 3221
Sonora, CA 95370

(iii) COPY TO:
Joshua Varinsky
GCSD General Counsel
White Brenner LLP
1608 T St.
Sacramento, CA 95811

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

D. Waiver. No waiver by either party hereto with respect to performance of any other provision of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

E. Assignment. This Agreement is not assignable by the District or the Employee.

F. Severability. If any provision of this Agreement is finally held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect unless the invalid provision is so integral to the Agreement that the remaining provisions cannot be reasonably given effect without it.

[*Signatures on next page*]

IN WITNESS THEREOF, the Parties have caused this Agreement as of the dates below. The Effective Date is considered the date first written above.

DISTRICT:

Groveland Community Services District

By: _____
John Armstrong, President

Date: _____

EMPLOYEE:

Peter Kampa

By: _____

Date: _____

ATTEST:

By: _____
Rachel Pearlman, Board Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Josh Varinsky, General Counsel

Date: _____

EXHIBIT A

GENERAL MANAGER

General Description:

Under administrative direction of the Board of Directors, the General Manager is responsible for the financial, administrative, and operational affairs of the District. He/she represents the Board's policies and programs with employees, community organizations, the general public, other agencies, and associations. The General Manager is responsible for managing all expenditures, programs, and projects of the District and manages this process through the development and implementation of the District's Budget. The General Manager is responsible for all Human Resources and Personnel issues in the District.

Essential Functions: *Essential responsibilities and duties for the General Manager include, but are not limited to the following:*

- Serve as the Chief Executive Officer of the District, with responsibility for the day-to-day and long-term operations and activities of the District, organizing and assigning responsibilities, and directing and overseeing the management provided by the subordinate managers.
- Provides advice and consultation on the development of District programs, projects and policies.
- Keeps the Board of Directors advised of District activities and laws, issues or problems that may affect District Operations.
- Coordinates the preparation of the Agenda for Board Meetings and Board Committee Meetings.
- Motivates employees to safe and efficient operations of the District
- Oversees the preparation and implementation of the District's Annual Budget.
- Responsible for all personnel matters, including employment procedures, grievance, employer-employee relations, performance evaluations and goal setting, and training.
- Responsible for all financial matters of the District, including payment authorization, grant applications, and contracts and agreements
- Responsible for the planning and implementation of long and short-term Capital Improvement Programs.
- Responsible for Strategic Planning activities, and the long-term goals and objectives of the District.
- Serves as the District's representative with other government and community agencies, boards, and commissions.
- Represents the Board's policies and programs with employees, community representatives, and other governmental agencies.
- Responds to and resolves difficult and sensitive customer inquiries and complaints.

General Manager Entry Requirements

Knowledge of:

- Principles and practices of executive management and leadership, including planning and organizing responsibilities, motivation and delegation of authority.
- Applicable federal, state, and local laws, codes and regulation relative to water treatment and distribution, wastewater collection, treatment and disposal, and fire departments.
- Fundamentals of safety and risk management.
- Principles and practices of construction and service contract negotiations and administration.

Demonstrated ability to:

- Formulate, manage, and implement annual budgets.
- Develop and implement Strategic Plans.
- Motivate and manage a safe and efficient staff.
- Manage small- and large-scale capital projects.
- Work with and assist Boards of Directors of diverse backgrounds and motivations.
- Creatively solve complex administrative, financial and technical (operational and engineering) problems.
- Understand diverse technical and engineering principles.
- Work with regulatory agencies.
- Pass physical and drug screening tests.
- Demonstrate knowledge of the Operations and Maintenance of a Water and Wastewater system.
- Effectively communicate orally and in writing, including written reports and oral presentations.
- Plan, establish and implement programs, services, capital improvements, goals objectives, policies, and procedures.
- Understand and interpret Grant Applications, and have successful award experience.
-

Desirable Attributes:

- Prior work experience with a Community Services District.
- Prior experience working with a Public Fire Agency.
- Registered professional Engineer with experience in water and waste water system design.
- Experience of and familiarity with Government accounting standards.

Physical Demands:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential

functions.

While performing the duties of this job, the employee is regularly required to speak and hear to effectively interface with other staff members and the public; maintain the capacity to sit at the computer for a period of time; walk, stand, kneel, climb, stoop, bend, squat; and use hands and fingers to write and to handle, grip and operate office equipment and drive a District vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Work Environment:

The work environment characteristics described below are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Inside: The majority of the job activities are performed indoors in a temperature-controlled environment.

Noise/Vibration: The majority of the job activities have minimal exposure to noise generated from the operation of office equipment.

Education/Certification:

BS or MS degree from an accredited college or university, in Engineering (preferred), or Public Administration. (Applicants with evidence of extensive experience in lieu of Four year degree may be considered.)

Candidates shall demonstrate continued professional development through continuing education and/or certification programs.

Must possess a valid California driver's license, have a satisfactory driving record, and be insurable by the District to operate District vehicles