

AGREEMENT

THIS AGREEMENT, made and entered into effective July 1, 2025 by and between the Chester Public Utility District, a municipal corporation, hereinafter called "District" and Bonnie Mullaney, hereinafter called "General Manager," both of whom understand as follows:

Section 1. Duties

District hereby agrees to engage General Manager as District's General Manager of the District to perform the functions and duties specified in the General Manager job description, attached hereto as Exhibit A, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

A. General Manager shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession.

B. General Manager shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law.

C. General Manager may perform teaching, writing, or consulting services or other such outside employment so long as those activities are not performed on District equipment or interfere with General Manager's obligations under this Agreement.

D. General Manager shall work such hours as necessary to perform the duties of District General Manager with the understanding that General Manager will work full-time, 40 hours per week. General Manager shall work in person at the District location two (2) weeks per month and the remainder of her work shall be performed at General Manager's home.

Section 2. Term of Agreement

District and General Manager intend the term of this Employment Agreement to run from July 1, 2025 to June 30, 2026 with options to renew.

General Manager further acknowledges that the District has made no limited expressed, or written assurances of continued employment with the District other than as specifically set forth in this Agreement.

Section 3. Pay

District agrees to pay General Manager a salary of \$120,000 per year (\$10,000 per month).

District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay General Manager.

Section 4. Additional Benefits

“Casita” Apartment:

In order to perform her duties, General Manager must be available in district in person at least two (2) weeks per month. When General Manager is performing her duties as General Manager in district, she will have use of District’s “Casita” Apartment located at 198 Main Street, Chester, California. If General Manager needs to use the Casita for non-district purposes, she will be required to pay the District \$40/night.

Travel Time:

General Manager shall be responsible for the payment of gasoline. District shall be responsible for all other operating expenses of the vehicle, including, but not limited to, oil, service, and repair, and if necessary, the replacement of the automobile. District shall also be responsible for procuring and maintaining a comprehensive automobile liability policy on the vehicle being used by General Manager, in an amount to be determined by District.

Section 5. Termination of Employment by District

General Manager is an at-will General Manager serving at the pleasure of the District Board. Nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of District to terminate the services of General Manager with or without cause.

In the event that the District or General Manager terminates this Agreement pursuant to this Agreement, the District shall compensate the General Manager for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. General Manager shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 6. General Expenses

District shall reimburse General Manager for all actual and necessary expenses incurred in the performance of her official duties as District General Manager, including those incurred when traveling on business pertaining to District. Such expenses may include, but are not limited to, hotel/motel costs, air/train/taxi fares, conference/meeting registration, parking fees, and other such actual and necessary costs. The provisions of the District's Travel Policy shall govern reimbursement to General Manager for all business-related travel costs not in conflict with this Agreement. The Finance Manager is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

Section 7. Indemnification, Insurance, and Bonding

District shall defend, save harmless, and indemnify General Manager against any tort, professional liability claim and demand, or other legal action, with the exclusion of any criminal charges arising out of an alleged act or omission occurring in the performance of General Manager's duties as District General Manager. Such defense of General Manager shall be subject to the limitations and in compliance with Government Code section 53243.1.

Section 8. Independent Contractor

At all times during the term of this Agreement, General Manager shall be an independent contractor and shall not be an employee of District. District shall have the right to control General Manager only insofar as the results of General Manager's services rendered pursuant to this Agreement; however, otherwise District shall not have the right to control the means by which General Manager accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, General Manager and any of her employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (IPERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

Section 9. Other Terms and Conditions of Agreement

The Board, in consultation with the General Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State law.

Section 10. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

District: Chester PUD	District Clerk: Cheryl Johnson
District General Manager:	Bonnie Mullaney (on file in Personnel Department)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. 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. Either of the addresses may be changed as necessary without formal action or approval of the District Board.

Section 11. General Provisions

A. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by the District and the General Manager. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement shall be deemed a waiver of other provisions or conditions hereof.

B. This Agreement shall be binding upon or shall insure the benefit of the respective heirs, executors, General Managers, successors and assigns of the parties provided, however, that General Manager may not assign General Manager's obligations hereunder.

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

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement is not assignable by either District or General Manager.

F. No party's failure to enforce any provision or provisions of this Agreement shall be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

G. The provisions of this Agreement were arrived at through negotiation of the parties to this Agreement. General Manager acknowledges that she has entered into this Agreement voluntarily, and that she has reviewed it carefully, that she has been given the opportunity to review it with her own private legal counsel if she so desires, and that she is signing this Agreement with full knowledge of its contents.

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IN WITNESS WHEREOF, the District has caused this Agreement to be signed and executed in its behalf by its Chair, and duly attested by its District Clerk, and General Manager has signed and executed this Agreement, both in duplicate, the day and year first-above written.

Executed on _____, 2025, in the County of Plumas.

Kim Green, Chair of Chester
Public Utility
District

Bonnie Mullaney, General Manager

APPROVED AS TO FORM:

Margaret Long, District Counsel

Cheryl Johnson, District Clerk