

**AMENDMENT TO AND FULLY RESTATED
EMPLOYMENT AGREEMENT
BETWEEN
CONEJO RECREATION AND PARK DISTRICT
AND
GENERAL MANAGER**

THIS AMENDMENT TO AND FULLY RESTATED EMPLOYMENT AGREEMENT is made this 5th day of March, 2020, between JIM FRIEDL and the CONEJO RECREATION AND PARK DISTRICT ("District"), a California public agency, to amend and supersede the Employment Agreement dated May 22, 2014 between Jim Friedl and the District.

.RECITALS

- A. District has employed, and desires to continue to employ, the services of Jim Friedl as the General Manager of the District.
- B. District and Jim Friedl desire to establish certain conditions of employment, provide Jim Friedl certain compensation and benefits, and set working conditions for such employment and generally the role of the Board of Directors of the District ("Board") and the administrative and operational role of the General Manager to be carried out consistent with the Board's adopted policies and budget.
- C. Jim Friedl desires to continue such employment on terms as set forth herein.

AGREEMENT

The parties agree as follows:

Section 1: Duties

District agrees to continue the employment of Jim Friedl as the General Manager of the Conejo Recreation and Park District ("General Manager") to: (a) Perform the duties and to administer the functions specified in the Recreation and Park District Law (Cal. Public Resources Code sec. 5780 *et seq.*) and all ordinances and regulations of the District; (b) Perform the duties and functions specified in the attached job classification (**Attachment 1**); (c) Administer and enforce the policies as may be adopted by the Board; and, (d) Perform such other legally permissible duties and functions as the Board may assign from time to time. The General Manager agrees that, to the best of his ability and experience, he will at all times under the term of this Agreement, loyally remain in the employ of the District and perform all of his assigned duties and obligations set forth in, and that are implicit under, this Agreement.

Section 2: "At-Will" Employee Status

The General Manager serves as an "at will" employee (as defined in the California Labor Code Section 2922), serving at the pleasure of the Board, and nothing in this Agreement shall require cause for removal, or prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the General Manager at any time, subject only to the provisions set forth in Sections 3(A), (B) and (C) of this Agreement. In addition, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the General Manager to resign at any time from his position with District, subject

only to the provision set forth in Section 3 of this Agreement. As the General Manager serves at the will of the Board, there is no term to this Agreement and it shall remain in force and effect until terminated as provided in Section 3 below.

Section 3: Termination and Severance Pay

A. Right to Terminate Employment. The Board may terminate the services of the General Manager at any time with a written notice to the General Manager setting forth the date of termination in that notice.

B. For Cause. In the event the General Manager is terminated for any of the following causes, the District shall have no obligation to pay Severance Pay to the General Manager as provided subsection C below:

- a. Insubordination, dishonesty, misappropriation of public funds, or falsifying District records;
- b. Repeated and continued unexcused absences from the District's office resulting in a failure to perform his normal duties;
- c. Conviction of any misdemeanor concerning an act amounting to improper conduct as a General Manager or involving moral turpitude;
- d. Habitual intoxication while on duty, or the continued abuse and use of drugs and/or alcohol; or
- e. Conviction of, or plea of guilty to, or plea nolo contendere, to a felony.

C. Without Cause. In the event the General Manager is terminated by the Board or requested to resign due to a reason not related to any cause in subsection 3,B above, during such time that the General Manager is willing and able to perform the duties under this Agreement, the District agrees to provide the General Manager with either subsection a or b below, such selection made at Board's discretion:

- a. Two hundred seventy days (270) days' advanced written notice of said termination; or,
- b. "Severance Pay" in the amount of a cash payment equal to nine (9) months' of the General Manager's then aggregate annual salary pursuant to Government Code Sections 53260 – 53264, and the amount equal to his unused aggregate and accumulated vacation hours at the General Manager's then prevailing hourly salary rate. Said Severance Pay may be paid, at the option of General Manager, in:
 1. A lump sum upon date of termination;
 2. A lump sum on January 1 of the year following termination;
 3. Continued payments under the District's normal payroll cycle over a nine (9) month period; or,
 4. Any combination of the above three options as directed by the General Manager.

If terminated without cause, the General Manager may agree to submit a resignation or process his retirement in lieu of an announcement of a formal termination by the Board. In event of any type of termination, resignation or retirement, the General Manager shall not be paid for any unused sick leave,

but such unused sick leave shall be applied to his PERS service credits to the extent permitted under the PERS rules and regulations. Eligibility for the above severance payment is expressly conditioned upon the General Manager's execution of (i) a waiver and release of any and all of General Manager's claims against the District, 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 Section.

D. De Facto Termination Without Cause. In the event the District, at any time during this Agreement, reduces the salary or other benefits of General Manager in a greater percentage than applicable to an across-the-board reduction for District administrative employees and the Board refuses to cure that action following a fifteen (15) day written Notice to Cure from the General Manager, the Board's non-action (i.e., failure to re-instate any salary or benefit reduction) may then be deemed by the General Manager, at his option, a "termination" of the General Manager on the 16th day following the date of delivery of the written Notice to Cure and triggers the General Manager's right to receive the Severance Pay set forth at Section 3(C)(b) above.

E. Voluntarily Resignation. The General Manager may voluntarily resign his position with the District at any time and in that event, the General Manager shall provide District at least ninety (90) days' written notice in advance, unless the parties otherwise agree to a different time period, and such a resignation shall not be deemed a termination triggering any rights to Severance Pay described in Section 3(C)(b) above.

F. Inability To Perform. In the event the General Manager becomes mentally or physically incapable of performing the General Manager's functions and duties with reasonable accommodations, and it appears to the Board such incapacity will continue for more than six (6) months, the Board may terminate the General Manager and such termination shall trigger the General Manager's right to Severance Pay set forth at Section 3(C)(b) above.

G. Full Compensation For Termination. The District and General Manager agree that the 270 day advanced written notice or payment of the Severance Pay set forth in Section 3(C) above is intended to fully compensate the General Manager for any and all losses, harm and damages, such as but not limited to, the loss of the opportunity of transition into other employment, the loss of securing any alternative employment opportunity, the loss of income, the loss of opportunities for retraining or further education, the loss or erosion of personal investments and savings, the loss or reduction of retirement benefits, the loss of a residence, the loss of medical insurance and other insurance, and any resulting emotional distress to the General Manager or to the General Manager's family.

Section 4: Salary; Annual Review

District shall pay General Manager for all of his services rendered pursuant hereto an annual salary of \$224,140.80 that was in effect for pay period during March 1, 2020, with such salary or benefit adjustments hereafter as the Board in open session shall authorize. Salary shall be payable in the normal payroll installments at the same time as other employees of the District are paid. The Board shall review the General Manager's salary and benefits annually as part of his performance evaluation under Section 5 below. Increase(s) provided to other employees and the benefits of the General Manager's longevity as the General Manager of the District shall be taken into

consideration by the Board during this salary review. The Board shall then provide an increase(s), if any, to such an extent and effective at such time as the Board, in its full discretion, determines is desirable. The Board shall review General Manager's Salary Range when it performs a review of salary ranges for other District employee positions.

Section 5: Annual Performance Evaluation

The Board shall annually review and evaluate the performance of the General Manager. Said review and evaluation should be in accordance with performance goals or criteria provided earlier by the Board and that Board performance consensus is to be made only after a presentation by and consultation with the General Manager in closed session. Further, the Board will provide General Manager with a summary of its confidential performance findings in closed session. The Board will provide the General Manager with the Board's General Manager performance goals and criteria for the next 12 month period. The next performance evaluation with the Board under this Agreement shall be conducted in December 2020 and annually thereafter. Nothing in this provision shall be construed to require the Board to grant the General Manager a pay increase based on performance, nor to limit in any manner the discretion of the Board to grant or not pay increases.

Section 6: Hours of Work

The General Manager has no set hours of work and is an exempt employee. The General Manager is expected to engage in the hours of work as are necessary to fulfill the obligations of the General Manager position. It is recognized that the General Manager must devote time outside normal office hours to the business of the District, and to that end, General Manager may take leave as he deems appropriate during normal office hours. The District supports and encourages work-life balance – especially participation in activities consistent with the recreation and parks movement. To that end, General Manager may volunteer in sports, cultural, therapeutics, naturalist, outdoor and community service organizations.

Section 7: Benefits

All provisions of District's rules and regulations relating to retirement and pension system contributions, holidays, and other fringe benefits as they now exist, or hereafter may be amended, also shall apply to General Manager as they would to other Administrators of District. However, the retirement, resignation or termination of an administrative employee with certain benefits (for example, but not limited to, a retiree medical benefit), which benefits had applied to the General Manager but will not apply to that employee's replacement shall not be removed from the General Manager's benefit package. In addition to the other Administrators' benefits, there shall be the specific benefits for the General Manager as enumerated or modified in **Attachment 2**, which is incorporated herein as though fully set forth.

Section 8: Professional Development

The District shall budget and pay for:

A. The professional dues and subscriptions of the General Manager that are necessary for General Manager's continuation and full participation in national, state, regional and local associations and organizations necessary or desirable for General Manager's continued professional participation, growth and advancement (i.e., State Bar of California, Ventura County Bar Association, and professional associations such as NRPA, CPRS, CSDA, CARPD, NLC and LCC).

B. Travel and District's normal *per diem* expenses of the General Manager for professional and official meetings, conferences, and other events necessary to continue the professional development of the General Manager and to adequately pursue the official functions of the District, including but not limited to, the International City/County Management Association, California Special Districts Association, California Park and Recreation Society, California Association of Recreation and Park Districts, Minimum Continuing Legal Education.

C. Travel and District's normal *per diem* expenses of General Manager for multi-day courses, training, and seminars that are necessary for professional development and for the good of the District as determined by the General Manager.

Section 9: Non-Interference with Administrative Service

The Board and General Manager acknowledge District's long-standing support of the District-Manager form of Special District governance. The Board sets the overall District policy and adopts the budget, while the General Manager has the executive and administrative authority and the independence to faithfully implement the Board's direction. Neither the Board nor any Board member shall interfere with the execution by General Manager of his administrative powers and duties. Neither the Board nor individual Board members shall give orders to any subordinate of General Manager, either privately or publicly. General Manager shall take his orders and instructions from the Board only when it is sitting in a lawfully held meeting.

Section 10: Indemnification and Bonding

The District grants the General Manager the defense and indemnity benefits provided by California Government Code section 825. District shall bear the full cost of any fidelity or other bonds required of General Manager under any law or ordinance.

Section 11: Notices

Notices pursuant to this Agreement shall be given by deposit of such in the custody of the United States Postal Service, postage prepaid and addressed to General Manager and Board members at their home addresses. Alternately, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed delivered and given as of the date of personal service or as of the date of deposit with the USPS.

Section 12: Carry Forward Accruals and Years of Service

District shall carry forward the General Manager's various leave accruals (i.e., vacation, sick) and years of service then existing as of the date of this Agreement.

Section 13: General Provisions

A. All of General Manager's writings, e-mails, electronic data, reports and other documentation generated as part of his day-to-day duties during his employment with District are the property of District.

B. This Agreement is for professional services that are personal to District, and the Agreement is not assignable by the General Manager.

C. The provisions of this Agreement shall be construed as a whole according to its common meaning or purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

D. The Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

E. The text herein shall constitute the entire Agreement between the parties and supersedes any other agreements, either oral or in writing, between the parties hereto with respect to rendering these services, compensation matters, or benefits. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement. Any modifications of this Agreement shall be effective only if they are in writing and signed by both parties.

F. This Agreement shall inure to the benefit of the heirs at law and executor(s) of the General Manager.

G. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid, or unenforceable by a Court, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

H. Each party of this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

I. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties, and this Agreement reflects their mutual agreement with respect to the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement. Therefore, no presumption for or against the validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

J. This Agreement and any amendment to this Agreement shall be voted upon in an open session of the Board of the District, its governing body, which action shall be reflected in the Board's minutes.

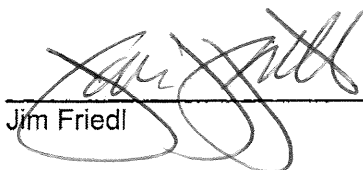
K. Copies of this Agreement shall be available to the public upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DISTRICT:

GENERAL MANAGER:


George Lange, Chair

 3/5/2020
Jim Friedl

GENERAL MANAGER EMPLOYMENT AGREEMENT

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2/28/2020

ATTEST:

Aline K. Legrand

ATTACHMENT 1
CONEJO RECREATION AND PARK DISTRICT
Job Title: General Manager

Summary:

Plans, directs, and administers all aspects of the District's operations.

Essential Duties and Responsibilities:

- Administers the District's Parks and Recreation programs.
- Directs through subordinates the planning, scheduling, and coordination of division activities.
- Develops, implements and maintains strategic, fiscal and capital improvement plans for the District.
- Prepares and monitors budgets and prepares special reports as required.
- Formulates and interprets policy and procedures for Board review and approval.
- Coordinates the activities of the District and its divisions with those of other public and private jurisdictions.
- Develops policies, procedures and priorities to meet established goals and objectives, as set the Board of Directors.

Other Duties and Responsibilities:

- Performs other related duties as directed by the Board.
- Directs District mobilization in the event of a disaster.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. *

Education/Experience:

Bachelor's Degree in Park Management, Public Administration, or a closely related field; ten (10) years of increasingly responsible experience in park management with a public recreation and park agency which has included supervisory and administrative responsibilities; or an equivalent combination of education and experience.

Language Ability:

Ability to read, analyze and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Boards of Directors, other agencies and the public.

Math Ability:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumferences, and volume. Ability to work with the concepts of probability, statistical inference, basic geometry, and accounting.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Certificates and Licenses:

None required

Supervisory Responsibilities:

This position directly supervises all Division Directors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training Directors; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. *

While performing the duties of this job the employee is not generally exposed to any hazardous conditions. The noise level in the environment is moderate.

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 use hands and fingers, handle, or feel; sit, talk or listen. The employee is occasionally required to stand, walk over rough terrain and reach with hands and arms. The vision requirements include close and distance vision, and the ability to adjust focus.

* Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Title: General Manager

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Reviewed 3/2020

Attachment 2
General Manager Benefits
Conejo Recreation and Park District
(As of March 5, 2020)

The General Manager is entitled to all benefits (including, but not limited to: health and dental insurance plans, PERS retirement plan, holidays and leave accruals, option to participate in flexible health and dependant care spending accounts) available to Administrator employees as the Board may be amend from time to time, however, the retirement, resignation or termination of an Administrator employee with certain benefits (for example, but not limited to, postemployment retirement medical benefit), which benefits had applied to the General Manager, but will not apply to that former employee's new replacement shall not be deemed amended by the Board and removed as a General Manager benefit, with the additional benefits as provided below:

Community Service Allowance:

General Manager shall receive up to \$100 per month for participation in a community service organization of his choosing.

Deferred Compensation:

The District shall annually contribute \$7,680 as a contribution to the General Manager's plan created as a Internal Revenue Code Section 457 deferred compensation plan.

Allowances:

1. General Manager shall no longer receive longevity pay.
2. General Manager shall no longer receive executive compensation.
3. The District shall pay for the following General Manager benefits at District's expense:
 - a. Car Allowance: \$500/month
 - b. Life Insurance: \$150/month
 - c. Wellness Program: \$50/month
 - Vision: \$200/year

Vacation:

General Manager has earned and is capped on receiving annual vacation at a rate of 30 days per year. Prior to December 31 of each year, the General Manager's unused aggregate vacation hours in excess of 1080 hours shall be converted to compensation at the General Manager's then prevailing hourly salary rate and paid to the General Manager in a lump sum.