

**2022 EMPLOYMENT AGREEMENT BETWEEN
PLEASANT VALLEY RECREATION AND PARK DISTRICT
AND
MARY OTTEN, GENERAL MANAGER**

This **2022 EMPLOYMENT AGREEMENT** is made effective the 1st day of December 2022, between **MARY OTTEN** (“Manager”) and the **PLEASANT VALLEY RECREATION AND PARK DISTRICT** (“District”), a California public agency, to supersede and replace the Employment Agreement between Manager and District dated July 1, 2018.

RECITALS

- A. On August 25, 2014, Manager was appointed as the General Manager for District pursuant to section 5786.1(d) of the California Public Resources Code.
- B. District desires to continue to employ Manager as General Manager of District. Manager desires to accept such employment in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

AGREEMENT

SECTION 1. TERM OF EMPLOYMENT.

The term of this Agreement shall be five (5) years, commencing on December 1, 2022 (“Effective Date”) and expiring on November 30, 2027. Notwithstanding the term set forth above, this Agreement may be terminated with or without cause as provided in Section 7 below.

Either Manager or District may at any time request that the terms of this Agreement be renegotiated or amended, in which event the item shall be placed for closed session on the

District Board of Directors (“Board”) agenda for this purpose. Nothing herein, however, shall be construed as requiring either party to ultimately agree to any amendments to this Agreement or to a new employment agreement.

SECTION 2. DUTIES AND EMPLOYMENT STATUS.

Manager shall function as District’s General Manager. Her duties shall include the responsibilities set forth in Exhibit “A” attached hereto, including the following: implementation of District policies and directives set by the Board; meeting performance goals, objectives and standards for Manager set by the Board; supervision of District’s facilities, operations, programs, projects, financial affairs, personnel, and planning; and such other duties as may be assigned to Manager by the Board from time to time.

District employs Manager on an "at-will" basis. Manager expressly acknowledges and agrees that she is an exempt management employee for the purposes of the Fair Labor Standards Act (FLSA) and serves at the will and pleasure of the Board. Manager understands that, subject only to the terms and conditions of this Agreement, her employment may be terminated with or without cause and with or without advance notice at any time. Manager is free to terminate employment at any time as well, in accordance with the terms and conditions of this Agreement.

SECTION 3. COMPENSATION.

Effective as of July 1, 2022, District shall provide to Manager an annual base salary of One-Hundred Sixty-Eight Thousand Sixty-Seven Dollars (\$168,067), subject to all applicable tax withholding and other authorized deductions. Commencing on the first pay period of July 2023, the District shall provide to the Manager’s base salary a minimum of three percent (3%) increase at least annually. Additionally, Manager may request a base salary increase and may place the proposal in front of the Board during an evaluation period. In accordance with such review and its discretion, the Board may increase Manager’s base salary as it may deem appropriate, based on the following considerations:

- a) The compensation paid for comparable employment by other governmental entities in California, similar in size and functions to District;
- b) The level of responsibility required by the position of Manager;
- c) The cumulative experience of Manager and her performance in carrying out her assigned duties; and
- d) Such other factors as the Board may then determine relevant or appropriate.

The base salary shall be paid to Manager according to the same pay periods utilized for other District employees. The base salary shall be prorated to reflect the proportion of the bi-weekly payroll period actually worked for any period of partial employment.

SECTION 4. EMPLOYEE BENEFITS.

A. Employee Benefits. Unless otherwise specified herein, throughout the term of this Agreement, Manager shall be entitled to receive the same employee benefits (including medical/dental/vision insurance benefits, retirement contributions, retiree medical benefits, and paid holidays), on the same terms, as other full-time District employees to the extent permitted by law. If employee benefits are modified by the Board during the term of this Agreement, such modified benefits shall also apply to Manager to the extent permitted by law.

B. Vacation Leave. Manager shall accrue paid vacation leave at 6.15 hours per pay period (160 hours per year). Vacation leave will not accrue during any period of Manager's unpaid leave of absences. The maximum accrued but unused vacation leave at any time during this Agreement shall be four hundred and eighty (480) hours. Manager may utilize vacation leave once it is accrued. Manager will cease to accrue vacation leave until the accrued but unused vacation hours fall below four hundred and eighty (480) hours.

The parties acknowledge the importance of Manager maintaining consistent and effective communications with the Board concerning Manager's anticipated vacation schedule. Manager shall notify the Board Chairperson in advance of taking vacation leave and shall

provide at least one week's advance notice before taking more than five (5) days' continuous vacation leave. The Board Chairperson may deny Manager's use of vacation leave only for urgent District business taking place during the time of Manager's anticipated vacation absence.

C. Sick Leave. Manager shall accrue paid sick leave at 3.69 hours per pay period (95.94 hours per year). Sick leave will not accrue during any period of Manager's unpaid leave of absences to the extent permitted by law.

Upon termination of Manager's employment hereunder for any reason other than retirement, Manager shall be compensated for accrued but unused sick leave. If such termination occurs after the completion of five (5) years but prior to the completion of ten (10) years of Manager's employment with District, Manager shall be compensated for accrued but unused sick leave at the rate of twenty five percent (25%) of Manager's base salary, up to a limit of 500 hours. If such termination occurs after ten (10) years of Manager's employment with District, Manager shall be compensated for accrued but unused sick leave at the rate of fifty percent (50%) of Manager's base salary, up to a limit of 1,000 hours. The cash value of such accrued but unused sick leave shall be based upon Manager's base salary in effect at the time of termination.

Upon Manager's retirement, accrued but unused sick leave will be converted to retirement benefit credits, with no cash value, in accordance with the terms and conditions of District's contract with the California Public Employees' Retirement System ("PERS").

D. Retirement. Manager may participate in a PERS plan as a Classic Member at the 2% at 60 tier, to the extent permitted by law and consistent with District's contractual agreement with PERS and Manager's classification in the PERS system. The District shall pay the full employer PERS contribution, and Manager shall pay the full employee PERS contribution. Additionally, effective the first full pay period of each Fiscal Year (i.e. after July 1), the District shall also provide contributions in the amount of three percent (3%) of Manager's bi-weekly salary per payroll period to Manager's 457 deferred compensation plan.

E. Motor Vehicle Allowance. District shall pay Manager a motor vehicle allowance of

Two Hundred Thirty Dollars and Seventy-Six Cents (\$230.76), (which includes fuel costs) per pay period. This allowance is in lieu of Manager receiving any reimbursements for expenses incurred when using a personal vehicle for District business within a fifty (50) mile radius of the City of Camarillo. Manager acknowledges that this motor vehicle allowance adequately compensates Manager for the expenses incurred in using Manager's personal vehicle for District business within a fifty (50) mile radius of the City of Camarillo. In addition to the motor vehicle allowance, Manager will be reimbursed for vehicle travel mileage, at the current IRS mileage rate, incurred outside a fifty (50) mile radius of the City of Camarillo when using a personal vehicle for District business.

F. Cell Phone. District shall provide Manager with a cell phone allowance in the same amount that District provides to its other management employees, which as of the Effective Date of this Agreement is thirty Dollars (\$30) per pay period. This allowance is in lieu of receiving reimbursement for expenses incurred using Manager's personal cell phone for District business. Manager acknowledges that this allowance adequately compensates Manager for expenses incurred in using Manager's personal cell phone for District business.

G. Laptop Computer. District shall provide Manager with a laptop computer for District-related use and occasional personal use.

SECTION 5. HOURS OF WORK; CONFLICTS OF INTEREST.

Manager has no set hours of work and is an exempt employee for the purposes of the Fair Labor Standards Act (FLSA). 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 Manager must devote time outside normal office hours to the business of District, and to that end, Manager may take leave as she deems appropriate during normal office hours. District supports and encourages work-life balance. To avoid any actual or potential conflicts of interest, Manager shall not directly or indirectly render any services of a business or commercial nature to any other person or organization, whether for compensation or otherwise, that competes with the business of District or interferes with the performance of her duties hereunder while employed by District. Manager is permitted to volunteer her time for non-

profit organizations so long as such volunteer duties do not create an actual or perceived conflict of interest.

SECTION 6. PERFORMANCE EVALUATION.

The Board shall evaluate and review Manager's job performance on at least an annual basis. It shall be Manager's responsibility to annually place a performance evaluation session on the Board's agenda for a closed session. Evaluations of Manager's performance, however, may occur at any time at the discretion of the Board. The Board may at any time establish performance goals, objectives, and standards for Manager. Evaluations shall assess Manager's achievement of such performance goals, objectives, and standards, and any other factors or criteria deemed relevant by the Board. Failure to meet such performance goals, objectives, or standards, as determined in the discretion of the Board, shall be a basis for the Board to consider disciplinary measures, or termination for cause. The evaluation of the Manager's job performance shall be at the sole discretion of the Board and shall be final.

SECTION 7. TERMINATION OF EMPLOYMENT.

A. Physical or Mental Impairment or Disability. The Board may in its discretion exercised in good faith, terminate this Agreement if Manager is unable to perform the essential functions of Manager's position due to a mental or physical impairment or disability or other health reasons, even with reasonable accommodation, provided that (i) such termination is permitted by law, (ii) Manager's inability to perform the essential functions of her position has continued or is expected to continue for a period of six (6) months or more from commencement, and (iii) such inability and the expected duration thereof have been confirmed in writing by an independent health care provider who shall be qualified to render such opinions. In the event of Manager's termination of employment pursuant to this Section 7.A., District agrees to make a Severance Payment to Manager as stated in section 8. B.

B. No Termination During 120-day period of Board Election or Change. Manager's employment hereunder shall not be terminated without cause during the 120-day period following any District election for membership on the Board or during the 120-day period

following any change in membership of the Board.

C. For-Cause Termination. The Board may in its discretion exercised in good faith terminate this Agreement for cause by giving written notice of termination to Manager. The phrase "for cause" shall mean conduct whereby Manager: (1) willfully breaches or habitually neglects the duties that she is required to perform under the terms of this Agreement; (2) inadequately performs her assigned duties as set forth in Section 2, fails to meet performance goals, objectives, or standards set by the Board, or otherwise is evaluated as unsatisfactory in the discretion of the Board pursuant to Section 6, provided that District has provided Manager with written notice of such inadequate performance, failure, or unsatisfactory evaluation and has given Manager a reasonable opportunity to correct same; (3) is convicted of a crime involving moral turpitude, whether misdemeanor or a felony; (4) commits acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude; (5) willfully fails to follow a lawful directive of the Board; (6) has repeated and protracted unexcused absences from Manager's office or duties; or (7) engages in conduct deemed to be in violation of Government Code Section 1090, *et seq.*, as determined in the reasonable discretion of the Board, or by a court of law or any legal or administrative tribunal.

D. No-Cause Termination. This Agreement may be terminated by District in its sole discretion without cause at any time, and without hearing or opportunity to be heard, upon written notice thereof communicated to Manager, subject to paragraph B of this Section 7. Manager agrees that, in the event of termination without cause, she shall be entitled only to the Severance Payment set forth in Section 8.B.

E. Manager-Initiated Termination. Manager may terminate this Agreement without cause at any time upon thirty (30) days' prior written notice to District. If Manager so terminates this Agreement without cause, she agrees that she shall not be entitled to receive the Severance Payment set forth in Section 8.B.

SECTION 8. PAYMENT UPON TERMINATION.

A. If District terminates Manager's employment for cause, Manager shall receive no

further compensation or benefits after the date of termination, other than such compensation as may have been earned but unpaid and such benefits as may have been accrued but unused as of such date, or as otherwise required by law.

B. If District terminates Manager's employment (i) without cause, or (ii) pursuant to Section 7.A. due to Manager's inability to perform the essential functions of her position for a period of six (6) months or more, Manager shall be entitled only to (i) such compensation as may have been earned but unpaid and such benefits as may have been accrued but unused as of the date of termination, (ii) any payments required by law, and (iii) the following:

(1) Conditioned upon Manager's execution of a settlement and release agreement (attached hereto in form only as Exhibit "B") offered by District in accordance with applicable law and applicable District policies, Manager shall be entitled to receive a severance amount ("Severance Payment") equal to her monthly base salary then in effect multiplied by six (6), in equal consecutive bi-weekly installments over a period of not more than six (6) months, consistent with normal District payroll practices, with all appropriate payroll deductions taken, or alternatively, if so determined by the Board, in a single lump sum payment. The Severance Payment shall increase annually on the anniversary of the Effective Date by one additional month of Manager's monthly base salary, up to a maximum twelve (12) months (if this Agreement is extended beyond its 5-year term), at which point the Severance Payment shall equal Manager's monthly base salary then in effect multiplied by twelve (12). Payment in accordance with this Section will release District from any further obligations to Manager under this Agreement. If terminated without cause, Manager may agree to submit a resignation or process her retirement in lieu of an announcement of a formal termination by the Board.

(2) The Severance Payment provided in this Section 8 shall constitute the sole and only entitlement of Manager with respect to severance pay in the event of termination without cause or termination pursuant to Section 7.A. Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any

accrued vacation, holidays and other accrued benefits shall be paid on the termination date. This Section 8.B. shall be subject to and interpreted in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. California Government Code Section 53260 provides that, regardless of the term of this Agreement, if this Agreement is terminated, the maximum cash settlement that Manager may receive shall be an amount equal to Manager's monthly base salary multiplied by the number of months left on the unexpired term of this Agreement, except that if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to Manager's monthly base salary multiplied by 18.

C. The following provisions are in compliance with Government Code Section 53243 et seq.:

a) In the event District determines to place Manager on paid leave pending an investigation, Manager shall fully reimburse such pay to District if she is subsequently convicted of a crime involving an abuse of her office or position.

b) In the event District determines to fund all or part of a legal criminal defense for Manager, she shall fully reimburse such funds to District if she is subsequently convicted of a crime involving an abuse of her office or position.

c) Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Manager may receive from District shall be fully reimbursed to District if Manager is convicted of a crime involving an abuse of her office or position.

SECTION 9. INDEMNIFICATION.

To the extent mandated by the California Government Code and other applicable provisions of law, District shall defend, hold harmless, and indemnify Manager against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or

omission occurring in the performance of Manager's services under this Agreement. To the extent permitted by law, this section shall not apply to any intentional tort or crime committed by Manager, to any action outside the course and scope of the services provided by Manager under this Agreement, or any other intentional or malicious conduct or gross negligence of Manager.

SECTION 10. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

Upon termination of this Agreement, Manager agrees to deliver to District all equipment, laptop computer, materials, documents, and other property belonging to District. Manager also agrees to maintain the confidentiality of information related to District obtained during the term of her employment and thereafter, to the extent permitted by law.

SECTION 11. NON-ASSIGNMENT.

This is an agreement for employment of Manager by District and may not be assigned by Manager to any third party.

SECTION 12. NOTICES.

Any notices to be given under this Agreement by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage paid, with return receipt requested. Mailed notices shall be addressed as follows:

If to District:
Pleasant Valley Recreation and Park District
Attention: Chairperson, Board of Directors
1605 E. Burnley Street
Camarillo, CA 93010

With a Copy to:
Aleshire & Wynder, LLP
Attention: Tiffany J. Israel
18881 Van Karman Ave., Suite 1700
Irvine, CA 92612

If to Manager:

Mary Otten
[Address on file with human resources.]

Each party may change that party's address by written notice in accordance with this paragraph.

Notices delivered personally shall be deemed communicated as of the date of the actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

SECTION 13. MODIFICATION.

This Agreement may not be modified or amended in any way unless such modification or amendment is in writing and signed by Manager and the chairperson of the Board.

SECTION 14. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Manager by District and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party. No representations or conduct on the part of any representative of the Board or District shall alter the at-will nature of Manager's employment.

SECTION 15. PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 16. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the

State of California.

SECTION 17. DEATH.

If Manager dies prior to the expiration of the term of her employment, any sums that may be due her (i.e., unpaid wages, accrued vacation time, etc.) by District under this Agreement as of the date of death shall be paid to Manager's executors, administrators, heirs, personal representatives, successors and assigns.

SECTION 18. ARBITRATION.

Any dispute or controversy between the parties in connection with or relating to this Agreement shall be resolved by binding arbitration before an American Arbitration Association (“AAA”) arbitrator and in accordance with AAA arbitration rules governing employment disputes and to be conducted in the County of Ventura, in accordance with the provisions of California Code of Civil Procedure section 1280 *et seq.* Cost of arbitration shall be equally shared by District and Manager.

SECTION 19. ACKNOWLEDGMENT.

Manager acknowledges that she has carefully read this Agreement and understands its contents; that she has been given the opportunity to consult with an attorney of her choice regarding this Agreement; that she has had sufficient time to review this Agreement; that she is executing this Agreement knowingly and voluntarily, without any coercion or duress; and that she has not relied on any representations or promises of any kind made to her in connection with her decision to execute this Agreement, except for those set forth herein.

[signatures on following page]

Executed at Camarillo, California, with an Effective Date as set forth above.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

X 

Robert Kelley
Chairperson, Board of Directors

ATTEST:

X 

Elaine Magner
Board Member, Board of Directors

MANAGER

X 

Mary Otten
General Manager

EXHIBIT "A"

GENERAL MANAGER JOB DESCRIPTION

[on follow pages]

EXHIBIT "B"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the Pleasant Valley Recreation & Parks District, a California special district (hereinafter referred to as "THE DISTRICT"), and MARY OTTEN, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE DISTRICT as an at-will General Manager effective _____ serving at the pleasure of the Board of Directors of THE DISTRICT pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently [REDACTED] years old.

2.2. THE DISTRICT and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE DISTRICT, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE DISTRICT and EMPLOYEE by means of EMPLOYEE's voluntary separation as of [REDACTED], [REDACTED]. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with THE DISTRICT and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE DISTRICT.

3.2. In exchange for the waivers and releases set forth herein, THE DISTRICT shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of [REDACTED] and [REDACTED] cents (\$ [REDACTED].00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's

home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE DISTRICT, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE DISTRICT PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including [REDACTED], [REDACTED] (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have

under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE DISTRICT pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party.”

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully,

finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE DISTRICT or THE DISTRICT PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE DISTRICT or THE DISTRICT PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE DISTRICT with consultation services (including deposition or trial testimony) in any litigation involving THE DISTRICT which is reasonably related to acts or occurrences transpiring during her employment. Said services shall be provided as needed by THE DISTRICT at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to THE DISTRICT, all District keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her employment with THE DISTRICT.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that she has not filed any complaints or charges against THE DISTRICT or THE DISTRICT PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE DISTRICT or THE DISTRICT PARTIES on behalf of EMPLOYEE, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE DISTRICT of any liability of any kind. THE DISTRICT denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE DISTRICT.

As to THE DISTRICT:

Pleasant Valley Recreation & Park District
Attention: Board Chairperson
1605 E. Burnley Street
Camarillo, CA 93010

IN WITNESS WHEREOF, THE DISTRICT has caused this AGREEMENT to be signed and executed on its behalf by its Board Chairperson and duly attested by its Secretary, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE DISTRICT and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Mary Otten

THE DISTRICT

DATED: _____

By: _____
Board Chairperson

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
_____, General Counsel

[EMPLOYEE'S LAW FIRM]

By: _____
[Counsel]

