

**2018 EMPLOYMENT AGREEMENT BETWEEN
PLEASANT VALLEY RECREATION AND PARK DISTRICT
AND
MARY OTTEN, GENERAL MANAGER**

This 2018 **EMPLOYMENT AGREEMENT** is made effective the 1st day of July 2018, 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 Mary Otten and the Districts most recently amended effective July 5, 2017.

RECITALS

- A. On August 25, 2014, Manager was appointed as the General Manager for the District pursuant to section 5786.1 of the California Public Resources Code.
- B. District desires to continue employ Manager as General Manager of the District. Manager accepts 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 July 1, 2018 (“Effective Date”) and terminating on June 30, 2023, unless terminated earlier with or without cause as provided in Section 8.

Unless otherwise earlier terminated, the parties will endeavor to begin

negotiations on a renewal of this Agreement or new employment agreement six (6) months prior to the expiration of its term. Manager is responsible for placing the item 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 such renewal of the Agreement or a new employment agreement.

SECTION 2. DUTIES AND EMPLOYMENT STATUS.

Manager shall function as the 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 the Manager set by the Board; supervision of the District's facilities, operations, programs, projects, financial affairs, personnel and planning; and such duties as 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 the pay period beginning July 7, 2018, District shall provide to Manager a three percent (3%) salary increase on the annual salary of One Hundred Forty-Four Thousand Nine Hundred Seventy-Six Dollars and Twenty-

One Cents (\$144,976.21), to equal a new annual salary of One Hundred Forty-Nine Thousand Three Hundred and Twenty-Five Dollars and Fifty Cents (\$149,325.50), subject to all applicable tax withholding and other authorized deductions.

Thereafter, effective the first full pay period of each Fiscal Year (i.e. after July 1), the District shall provide the General Manager with an additional salary increase equal to three percent (3%) during the term of this Agreement, not to exceed a maximum salary of \$168,067.16. 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.

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 bi-weekly payroll period actually worked for any period of partial employment.

Any cost of living increase(s) granted by the Board to non-contract District employees during the term of this Agreement shall have no impact upon or relationship to this Agreement.

SECTION 4. EMPLOYEE BENEFITS.

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, 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.

Vacation. Manager shall accrue vacation at 6.15 hours per biweekly pay-period, with a maximum bank of four hundred and eighty (480) hours. Vacation time

will not accrue during any period of Manager's unpaid leave of absences. Consistent with policies pertaining to other District employees, the maximum cap on vacation at any time during this Agreement shall be four hundred and eighty (480). Manager may utilize vacation time once it is accrued. Manager will cease to accrue vacation time until the vacation hours fall below 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 days and shall provide at least one week's advance notice before taking more than five (5) continuous vacation days. The Board Chairperson may deny Manager's use of vacation only for urgent District business taking place during the time of Manager's anticipated absence.

Administrative Leave. Manager shall retain any Administrative Leave that remains on the books as of the effective date of this Agreement but will be ineligible to accrue additional Administrative Leave. Manager shall be required to use any Administrative Leave remaining on the books before she is eligible to use Vacation leave.

Sick Leave. Manager shall continue to accrue sick leave on a pro-rata basis at 3.69 hours per two-week pay period (95.94 hours per year). Sick time will not accrue during any period of Manager's unpaid leave of absences to the extent permitted by law.

Accumulated sick leave shall have no cash value prior to the completion of five (5) years of service with the District. If termination occurs after the completion of five (5) years manager shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours, if termination occurs after ten (10) years of service then the manager shall be compensated at a rate of fifty percent (50%) and limited to 1,000 hours. The cash value compensation is based upon the salary in effect at the time of termination.

Upon Retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with the terms and conditions of the

District contract with the Public Employees' Retirement Systems (PERS).

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. Manager will contribute her employee share to PERS in an amount not to exceed 7% of her salary, to the extent permitted by law.

Auto 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 auto 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 auto allowance, the Manager will be reimbursed for business related vehicle travel mileage, at the current IRS mileage rate, incurred outside a fifty (50) mile radius of the City of Camarillo.

Cell Phone. The District shall provide Manager with a cell phone allowance of 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.

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.

The General Manager has no set hours of work and is an exempt employee for the purposes of the Fair Labor Standards Act (FLSA). 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 she deems appropriate during normal office hours. The 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 the District or interferes with the performance of her duties hereunder while employed by District. Manager is permitted to volunteer her time for non-profit corporations 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 the Manager's responsibility to annually place a performance evaluation session on the Board's agenda for a closed session. Evaluations of the 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 the Manager. Evaluation(s) shall be passed upon 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 in the sole discretion of the Board shall be a basis for the Board to consider disciplinary measures, or termination for cause. The evaluation of Manager's job performance shall be at the sole discretion of the Board and shall be final.

SECTION 7. TERMINATION OF EMPLOYMENT.

A. The Board may in its discretion as determined in good faith by the District, terminate this Agreement if Manager is unable to perform the essential

functions of the position due to disability or other health reasons, even with reasonable accommodation, to the extent permitted by law. In the event in which this occurs, the District agrees to pay for severance as stated in section 8. B.

B. The Manager shall not be removed without cause during the 120-day period following any District election for membership on the District Board of Directors or during the 120-day period following any change in membership of the District Board of Directors.

C. This Agreement may be terminated by District in its sole discretion for cause by giving written notice of termination to Manager. The phrase "for cause" shall include, but not be limited to, conduct whereby the 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 sole discretion of the Board pursuant to Section 6; (3) conviction 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) 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.* in the sole discretion of the District, or by a court of law or any legal or administrative tribunal.

D. This Agreement may be terminated by District in its sole discretion without cause, and without advance notice or 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 such event, she shall be entitled only to the severance compensation set forth in Section 8.B.

E. Manager may terminate this Agreement at any time upon thirty (30) days' prior written notice to the District. If Manager terminates this Agreement, she agrees that she shall not be entitled to receive any severance pay.

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 be accrued but unpaid as of such date, or as otherwise required by law.

B. If District terminates Manager's employment without cause, Manager shall be entitled only to the following:

(1) Conditioned upon Manager's execution of a settlement and release agreement offered by District in accordance with applicable law and applicable District policies, Manager shall be entitled to receive a severance amount equal to her monthly salary then in effect multiplied by six (6), in consecutive monthly installments, consistent with normal District payroll practices, with all appropriate payroll deductions taken, or alternatively in a single lump sum payment. Payment in accordance with this Section will release the District from any further obligation under this Agreement. If terminated without cause, the General 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 rights provided in this Section 8 shall constitute the sole and only entitlement of Manager with respect to severance pay in the event of the termination. Manager expressly waives any and all other rights with respect to severance pay except as provided herein. Any accrued vacation, holidays and other accrued time shall be paid on the termination date. This Section 8.B. shall be construed 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.

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

a) In the event the District determines to place Manager on paid leave pending an investigation, Manager shall fully reimburse such pay to

the District if she is subsequently convicted of a crime involving the abuse of her office or position.

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

c) Regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement related to the termination that Manager may receive from the District shall be fully reimbursed to the 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, the 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. 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 the District obtained during the term of her employment and thereafter, to the extent permitted by law.

SECTION 11. NON-ASSIGNMENTS.

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 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 spouse if still living and married to Manager; if not, any sums 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 or any other matter shall be resolved by binding arbitration before an American Arbitration Association 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.

seq. Cost of arbitration shall be equally shared by the District and the Employee.

SECTION 19. ACKNOWLEDGMENT.

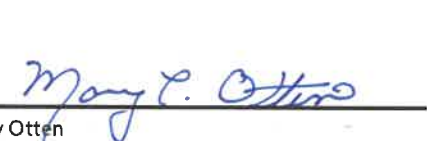
Manager acknowledges that she has carefully read this Agreement and understands its contents; that she has been given the opportunity to consult with an attorney of her choice regarding this Agreement; that she has had sufficient time to review this Agreement; that she is executing this Agreement knowingly 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. Executed at Camarillo, California, with an effective date as set forth above.

PLEASANT VALLEY RECREATION AND PARK DISTRICT

X 

Mark Malloy
Chairperson, Board of Directors

X 

Mary Otten
General Manager

ATTEST:



Elaine Magner
Board Member, Board of Directors