

EMPLOYMENT AGREEMENT

This District Manager Employment Agreement (this "**Agreement**") is between the Ramona Public Cemetery District (the "**District**") and John Vargas (the "**Employee**"). It is effective as of December 10, 2024.

This Agreement is entered into on the basis of the following facts, among others:

- A. The District currently employs Employee as its District Manager;
- B. The District, through its Board of Trustees (the "**Board**"), desires to provide Employee with continued employment as a District Manager, and Employee desires to accept this appointment; and
- C. The District and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

- 1. **Employee Appointed.** The District appoints and employs Employee as District Manager, and Employee accepts the appointment and employment effective December 10, 2024.
- 2. **Duties of Employee.** Employee shall perform the duties established for the District Manager by applicable State and local law, the District Manager job description as it may be periodically amended, a current copy of which is attached hereto as **Exhibit "A"**, the directions of the Board, or as otherwise provided by law, ordinance, or regulation.
 - (a) **Full Energy and Skill.** Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the District. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the District's business and affairs.
 - (b) **No Conflict.** Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties.
 - (c) **Outside Activities.** Employee shall not spend more than 8 hours per month in teaching, consulting, expert witness testimony, speaking, or other non-District connected business for which compensation is paid without express prior consent of the Board. Employee will take personal leave (i.e. vacation time) for all outside activities of this nature.

3. **Hours of Work.** Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the District Manager position. Employee is expected to be available at all times during the District's customary office hours. The expectation is that Employee maintain a regular presence in the District's office and attend appropriate functions and promote the services of the District.
4. **At Will.** This is an at-will position, subject to termination at any time by either party for any reason. This Agreement will continue until terminated by either party in accordance with Section 9.
5. **Performance Evaluation.** The Board will conduct regular periodic performance reviews of District Manager's work performance.
6. **Compensation.**
 - (a) **Salary.** Employee shall receive the base annual salary of SIXTY SIX THOUSAND FIVE HUNDRED SIXTY DOLLARS and zero cents (\$66,560.00) payable on a pro-rata basis in the same manner as all full time District employees, and subject to all applicable payroll taxes and withholdings.
 - (b) **Salary Adjustments.** In connection with Employee's annual performance evaluations, the Board can decide, in its sole discretion, whether to award Employee any increase in compensation. In addition, the Board has discretion to award Employee increases in compensation at other times deemed appropriate by the Board. Employee is not guaranteed any compensation increase, even with a positive evaluation or even if other District employees are provided an increase.
7. **Benefits.** Employee will be eligible for all regular health and welfare benefits provided by the District to its full-time staff.
8. **Leave and Other Benefits.** In addition to the benefits specified in paragraph 7, Employee shall receive the following benefits.
 - (a) **Vacation; Sick Leave; Holidays.** Employee shall accrue vacation and sick leave in accordance with the District's employment policies on those leave benefits. Employee is also eligible for paid holidays in accordance with the District's personnel policies.
 - (b) **Other Benefits.** Employee shall be reimbursed for all normal and reasonable work-related expenses (including for work-related travel outside of a normal commute) pursuant to existing District policy.
9. **Termination of Employment - At-Will Employment / No Property Interest.** Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as District Manager. Employee understands and agrees that Employee works at the will and pleasure of the Board, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Termination can occur in the following ways:

- (a) By District Manager: District Manager may voluntarily resign his position with the District at any time. The District requests that District Manager voluntarily provide thirty (30) days' written notice, unless the parties otherwise agree. In such event, the District shall pay District Manager for accrued vacation listed in 9.(b)(i) AND all severance benefits listed in 9.(b)(ii).
- (b) By the District – Without Cause: The District may terminate the District Manager without cause at any time. It is understood and agreed that the District Manager serves at the pleasure of the Board of Trustees and that their employment may be terminated at any time, with or without notice, and with or without cause, and that no reason need be given for such termination. The following amounts will be due and payable upon a termination without cause.
- (i) Accrued Annual Leave: The District shall pay the District Manager for accrued vacation, payable no later than the first regularly scheduled payday following the District Manager's separation date.
- (ii) Severance Benefits: In the event the District Manager is terminated or the District manager resigns, regardless of whether or not the termination by the District is with or without cause, the District agrees to pay the District Manager a lump sum cash payment in an amount equal to **FORTY FIVE THOUSAND DOLLARS (\$45,000.00)**. The intent is that this Agreement is construed in compliance with Government Code §53260. The severance benefits listed herein are an absolute right not subject to any type of claw back by the District or other entity for any reason. They are only subject to standard salary deductibles, i.e. taxes, regularly withheld from the District Manager's gross pay in their paycheck.
- (c) By the District – With Cause: If the District terminates the District Manager for cause, the District shall pay District Manager for accrued vacation listed in 9.(b)(i) AND all severance benefits listed in 9.(b)(ii). The District hereby waives any rights, claims, or entitlements to retain any of the severance benefits upon termination of the District Manager, regardless of whether (i) the District Manager resigns, (ii) the District terminates the District Manager without cause, (iii) or the District terminates the District Manager with cause. The District Manager's right to obtain the severance benefits is an absolute right and without modification or alteration or qualification. No type of "for cause" termination may alter the District Manager's right to obtain the severance benefits upon termination or resignation.
- (i) Cause Defined: For purposes of this Agreement, "cause" includes any willful breach of duty by District Manager in the course of his employment, gross mismanagement, habitual neglect of duties, bribery, perjury, embezzlement, fraud, or conviction of a felony or a crime involving moral turpitude. In the event the Board determines that "cause" exists, it must provide the District Manager with written notice explaining the "cause."

- (ii) Challenge to Cause: In the event District Manager disagrees with the Board's determination of cause, District Manager's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause." If the court determines there was not substantial evidence, District Manager shall receive reasonable attorney's fees.
10. **Payment of Expenses of Employment.** The District shall pay the following usual and customary employment expenses.
- (a) The cost of any fidelity or other bonds required by law for the District.
 - (b) The cost to defend and indemnify Employee in accordance with the California Government Claims Act (Government Code §810 *et seq.*).
 - (c) Costs associated with necessary or convenient training of the Employee and having the Employee attend cemetery district or related conferences.
11. **Miscellaneous.**
- (a) Notices. Notices given under this Agreement shall be in writing and shall be:
 - (i) served personally; or
 - (ii) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or
 - (iii) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

To the District:

Ramona Public Cemetery District
Attn: Board President
P. O. Box 211
Ramona, CA 92065
(760) 789-0136

To EMPLOYEE:

John Vargas
Address last on file

- (b) Compliance with Government Code §§53243, 53243.1, & 53243.2. If Employee is convicted of a crime involving an abuse of Employee's office or position, all of the following shall apply:
- (i) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the District for such amounts paid;
 - (ii) if the District pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse the District such amounts paid; and
 - (iii) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the District shall be fully reimbursed to the District or void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- (c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.
- (d) Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

- (e) Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.
- (f) Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of

such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

- (g) Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.
- (h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and the District agree that venue for any dispute shall be in San Diego County, California.
- (i) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.
- (j) No Assignment. Employee may not assign this Agreement in whole or in part.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO DISTRICT MANAGER EMPLOYMENT AGREEMENT

Dated: 12-16-2024

Ramona Public Cemetery District

William A. Biggs
William Biggs, Board President

Dated: 12/16/2024

EMPLOYEE

John Vargas
John Vargas

Description of Job Duties

The District Manager is the operations manager of the Ramona Public Cemetery District. This individual is in charge of managing the office, cemetery grounds and activities of the cemetery. The District Manager may also coordinate workflow, oversee and manage a harmonious interaction between cemetery personnel and is the representative of the District towards the public. The District Manager is under the direct supervision of the Board of Trustees and is responsible for the implementation of, and adherence to Board policies, rules, regulations and laws that govern public cemeteries.

ESSENTIAL FUNCTIONS

- Plans, schedules, directs and supervises the personnel, grounds and office functions at a cemetery.
- Formulates, develops and implements short-range and long-range plans to improve the efficiency and effectiveness of cemetery operations.
- Be responsible for the overall program of maintenance, security and beautification of the district cemetery grounds and facilities.
- Selects, trains, supervises, and evaluates the performance of assigned staff.
- Prepares annual District budget, prepares Board meeting agenda packets, records Board meeting minutes, makes recommendations to trustees involving
- District policy and procedures, and investigates complaints and inquiries concerning the District.
- Assures compliance with legal and safety requirements, departmental policies related to cemetery operations.
- Initiates requests and recommendations concerning the purchase, repair or replacement of office and grounds equipment.
- Demonstrated customer service with sensitivity and empathy to the cemetery patrons caused by the loss of a loved one.
- Provides specialized information to personnel, patrons and others regarding cemetery rules, regulations and procedures.