

EMPLOYMENT AGREEMENT NO. 2

This Second Employment Agreement ("Employment Agreement") is made by and between SABRINA B. LANDRETH (hereinafter, "Landreth"), an individual, and the EAST BAY REGIONAL PARK DISTRICT (hereinafter, the "District"), a California special district.

RECITALS

WHEREAS, the District hired Landreth as General Manager, for an initial term from March 15, 2021 to March 14, 2024; and

WHEREAS, the District desires to continue to employ Landreth as General Manager of the District according to the terms set forth in this Employment Agreement; and

WHEREAS, Landreth agrees to continue to serve as the General Manager of the District in accordance with the terms of this Employment Agreement; and

WHEREAS, both the District and Landreth wish to set forth in writing the terms and conditions of Landreth's continued employment as General Manager of the District; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the District and Landreth agree as follows:

TERM AND PERFORMANCE OF DUTIES

1. EMPLOYMENT

The District hereby agrees to continue Landreth's employment as an at-will employee in accordance with the terms and conditions set forth below, and Landreth accepts the offer of such continued at-will employment. During the term of the Agreement, the District will pay Landreth the compensation provided for in this Agreement.

2. TERM

This Agreement shall commence on March 15, 2024 and expire on March 14, 2029, subject to earlier termination as set forth in Sections 14-16 of this Agreement. Landreth and the East Bay Regional Park District's Board of Directors ("Board") shall begin discussions regarding a potential term extension no later than March 15, 2028.

3. POSITION AND DUTIES

Landreth shall serve as General Manager of the District. In that capacity she shall be accountable to the Board and shall assume overall responsibility for the management of the operations of the District, subject, however, to all applicable laws, rules and regulations and to the policies and directions heretofore and from time to time established by the Board. Landreth shall exercise exclusive and direct administrative and functional authority, including hiring, firing and retention, over all employees and contractors of the

District with the exception of any employee(s) the Board of Directors shall specify in a Board approved Resolution or Board Operating Guidelines wherein the Board maintains direct oversight over said employee's hiring, firing and retention..

Landreth shall, while employed by the District, not accept other employment or perform other services for compensation without first having obtained permission from the Board, which the Board may withhold in its sole discretion. The employment of Landreth shall be, except as otherwise provided in this Employment Agreement or any future written amendments to it, in accordance with the policies, rules, and regulations of the District established for the District's senior level management personnel as such policies, rules, and regulations presently exist or may be changed or modified by the Board from time to time in the future.

The District acknowledges a mutual interest with Landreth in having Landreth, on occasion, undertake limited outside activities, including serving as an officer or a board member of park/park district or municipal government organizations, or other related activities, provided that such activities do not distract Landreth from the performance of her duties as General Manager for the District, or otherwise create negative impacts for the District.

Landreth and Board acknowledge and agree that it is essential, in view of the important public policies and duties undertaken by the District, that the effective relationship between the Board and Landreth be continued throughout the term of this Agreement, and the General Manager and Board shall work diligently toward that end.

4. HOURS OF WORK

Landreth shall be an exempt employee under the Fair Labor Standards Act. Landreth is expected to devote necessary time outside normal office hours to the business of the District. Landreth's schedule of work each day and week may vary in response to the requirements of the work to be performed. Landreth is expected to spend sufficient hours at the District's Administrative Offices ("Peralta Oaks") to perform her duties.

SALARY

5. SALARY

Effective the pay period including March 15, 2024, Landreth as General Manager shall receive a base gross salary of \$34,165.73 per month or \$409,988.80 annually, less any applicable withholdings. Salary is to be paid bi-weekly. The General Manager shall receive the same annual, or bi-annual, salary adjustment(s) at the same rate and at the same time as such salary adjustments are given to the unrepresented Executive, Confidential, and Management employee group. The Board, in its sole discretion, may give Landreth other salary adjustments or merit increases.

EVALUATIONS

6. EVALUATIONS

Performance evaluations are an important way for the Board and Landreth to ensure effective communications about expectations and performance. To assure that Landreth receives this feedback, the Board shall conduct an evaluation of Landreth at least once a year. For purposes of providing additional input and feedback, evaluations may occur more frequently. Either the Board or Landreth can request that the performance evaluation be conducted by a third-party facilitator. In the event that a party requests a third-party facilitator, the Assistant General Manager of Human Resources will develop a list of names of potential third-party facilitators, with input from both Landreth and Board. The Board President will select the third-party facilitator from the list created. If the Board, in consultation with the General Manager, develops a General Manager Evaluation Policy, that policy may further inform the process and criteria for a performance evaluation.

RETIREMENT, HEALTH & OTHER BENEFITS

7. RETIREMENT

Landreth will be covered by the District's CalPERS plan during her employment as a "New Member" under "PEPRA" and entitled to the "miscellaneous" 2.0% at 62 retirement formula. Landreth will make the same percentage contributions to her pension as required for other New Member PEPRA management employees, currently 50% of the normal cost of the 2.0% at 62 retirement formula as defined by PEPRA and CalPERS and determined annually by CalPERS, which contributions shall be made in accordance with Section 414(h)(2) of the Internal Revenue Code.

8. HEALTH AND OTHER "FRINGE BENEFITS"

Landreth shall receive the same health, dental, life insurance, and disability benefits, as afforded other District management employees, excluding benefits specific to public safety managers, if any, at the same levels and under the same conditions they are provided to other District management employees. Landreth shall be eligible for the retiree health benefits described in the District's Personnel Administrative Manual for an employee in the General Manager classification hired or promoted to be a management employee at the District on or after January 1, 2012.

The District shall pay such other mandatory employer costs associated with Landreth's employment including unemployment compensation, Workers' Compensation and Medicare contributions.

9. DEFERRED COMPENSATION

Landreth shall be eligible to participate in the District's deferred compensation plan and receive the benefit of any District contributions (if any) to the deferred compensation plan to the same extent as the most generous rights of any other District management employees so long as consistent with PEPR and the Internal Revenue Code.

10. HOLIDAYS AND OTHER LEAVES

Except as provided in Section 11 below, Landreth shall receive the same paid holidays, and other leaves as other District management employees.

11. ADMINISTRATIVE, VACATION AND SICK LEAVE

Landreth shall receive eighty (80) hours of Administrative Leave at the beginning of each calendar year of employment, and may cash out her Administrative Leave. Landreth may carry over from one calendar year to the next a maximum of one hundred and sixty (160) accrued hours of Administrative Leave.

Landreth shall continue to accrue vacation at the highest rate described in Section 10 of the District's Personnel Administrative Manual. Currently, she accrues 7.09 hours of vacation per pay period and is entitled to an increase in the annual accrual rate of eight (8) hours after each continuous year of service, including the year of service completed on March 14, 2024. Landreth may carry-over accrued vacation hours, and cash-out of vacation hours, as provided in the District's Personnel Administrative Manual for other District management employees.

Landreth shall accrue Sick Leave on a bi-weekly basis as set forth in the Personnel Administrative Manual for other District management employees.

12. AUTOMOBILE

During the term of her employment, Landreth shall be provided the use of a District vehicle. The terms of use of the vehicle shall be subject to the District's vehicles policy as set forth in the Personnel Administrative Manual and other applicable documents.

13. PROFESSIONAL MEMBERSHIPS

Unless provided otherwise in the District's adopted budget, the District shall pay Landreth's membership dues in traditional organizations of benefit to Landreth and the District, including but not limited to the International City Managers' Association ("ICMA"), and/or with such organizations and associations, that enhance both Landreth's standing and the District's reputation.

The District will pay for registration, travel, accommodations, meals, etc. for attendance at conferences deemed reasonably necessary by Landreth subject to the Division's budget and consistent with the District's reimbursement policies and policies for out of state travel.

SEPARATION FROM EMPLOYMENT

14. AT WILL EMPLOYMENT

Landreth shall continue to be an at-will employee, which employment the District may, in its sole discretion, terminate at any time, with or without cause, with or without notice, and without any rights to process or appeal, except to the extent specifically set forth in this Employment Agreement.

15. RESIGNATION/RETIREMENT/DEATH

Landreth agrees to make her best efforts to provide the District with at least ninety (90) days written notice of the effective date of Landreth's resignation or retirement. Landreth and her assigns shall not be entitled to any severance payments, other than those required by law or District policy (for example, cash out of accrued vacation, Administrative Leave or sick leave) if she resigns or retires or dies during the term of this Agreement.

16. TERMINATION

The District, through a majority vote of its Board of Directors, may terminate this Employment Agreement prior to the expiration of the term at its sole and absolute discretion, with or without cause. The term "cause" is defined below for the purposes of this Employment Agreement.

If the District decides to terminate this Employment Agreement without "cause" or to medically separate Landreth due to Disability (as defined below) prior to March 14, 2029, the District and the Board shall use best efforts to give Landreth at least thirty (30) days prior written notice of such no-cause termination or medical separation. In addition, the District will provide Landreth with a lump sum severance amount equal to Landreth's monthly base salary at the time of payment multiplied by the lesser of either:

(a) twelve (12) months; or

(b) the number of months, including partial months, remaining before this Employment Agreement expires.

Landreth shall only be eligible for severance under this Section and Employment Agreement if she signs and delivers to the Board of Directors a general and full release of all claims (consistent with applicable state and federal laws) against the District,

including without limitation its current and former elected officials, officers, agents and employees, in a form satisfactory to the Board of Directors.

In exchange for the payment of severance, Landreth also agrees to cooperate with the District in the transition of her duties to a new or interim General Manager.

For purposes of this Agreement, Disability shall mean the inability, due to a physical or mental health condition, to perform the essential functions of the General Manager position with or without a reasonable accommodation. Any decision to medically separate Landreth must be based on the written opinion of a licensed physician appointed by the Board concluding that the General Manager is not able to perform the essential functions of the General Manager position with or without reasonable accommodation because of a physical or mental health condition. The cost of any physician evaluation and/or written opinion shall be paid by the District.

In the event Landreth is terminated for (1) continued abuse of drugs or alcohol which materially affects the performance of her duties; (2) repeated and protracted unexcused absences from the General Manager's office; (3) conviction of or pleading nolo contendere to a felony or misdemeanor involving moral turpitude; (4) theft of District property or improper use of District funds; (5) willful misconduct or malfeasance; (6) dishonesty; (7) behavior during or outside of employment that causes discredit to the District; (8) acceptance of employment from another source which is inconsistent with full time employment as the District's General Manager and in violation of Section 3 of this Agreement; or (9) any material breach of this Agreement, the District shall have no obligation to continue the employment of Landreth or to pay any severance under this Agreement. Any one or more of the above enumerated items constitutes "cause" for purposes of this Agreement.

In accordance with Government Code sections 53243, 53242.1 and 53242.2, if Landreth is placed on paid leave pending an investigation, or the District pays for Landreth's legal criminal defense, or if severance is paid Landreth due to termination of this contract, Landreth will fully reimburse the District for such costs and payments if she is subsequently convicted of or pleads no contest to a crime involving the abuse of her office or position. For the purpose of this paragraph, "abuse of office or position" shall be as defined in Government Code section 53243.4.

17. INDEMNIFICATION

District shall defend and indemnify Landreth and pay any costs, legal fees, and judgments assessed against Landreth arising out of an act or omission occurring in the course and scope of Landreth's performance of her duties under this Agreement. Notwithstanding the foregoing however, the District shall not be required to defend or indemnify Landreth for claims, actions, damages, fees or actions when the defense or indemnity is prohibited, restricted or limited by law, including without limitation California Government Code sections 825 and 996.2 through 995.8.

18. EXPIRATION OF AGREEMENT

Per Section 2 of this Agreement, the expiration date of this Agreement shall be March 14, 2029, unless the District and Landreth enter into a written agreement to extend the term of this Agreement or enter into a new employment agreement. The Board and Landreth shall begin discussions regarding a potential term extension no later than March 15, 2028. Landreth shall not be entitled to any severance payments, other than those required by law or District policy if this Agreement is not extended and she works until the expiration of this Employment Agreement.

MISCELLANEOUS PROVISIONS

19. LAW GOVERNING AGREEMENT

This Agreement will be governed and construed in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be commenced and maintained in California State Superior Court for the County of Alameda or in the United States District Court for the Northern District of California.

20. REIMBURSEMENT

Landreth is entitled to reimbursement for all sums necessarily and reasonably incurred and paid by her in the performance of her duties so long as Landreth submits requests for reimbursement in the same form and manner as is required by the District and by custom and practice for other District Management employees.

21. SEVERABILITY

In the event that any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the District and Landreth, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly inseparable from the remaining portions of the Agreement.

22. PARITY IN CONSTRUING AGREEMENT

Both the District and Landreth have had the opportunity to participate in the drafting of this Agreement. Consequently, terms, conditions, or provisions of this Agreement shall not be construed against one party and in favor of the other based upon who actually drafted the Agreement.

23. INTEGRATION CLAUSE

The District and Landreth acknowledge that this Agreement constitutes the sole and entire agreement of the parties in this matter, and supersedes any prior agreements, and that any modifications may be made only in a writing signed by both the District and Landreth and approved by the Board of Directors. The District and Landreth agree that

there are no representations, agreements, arrangements or understandings, whether written or oral, between the parties relating to the subject matter of this Agreement which are not fully set forth in this Agreement.

24. NOTICES

All notices, requests, demands, consents, and other communications required by this Agreement shall be transmitted in writing and shall be deemed to have been given at the time of delivery if given in person or within twenty-four (24) hours after being sent by certified mail, postage prepaid, return receipt requested and addressed to the District at its principal administrative office, to the attention of its Board President with a copy to the Clerk of the Board, and to Landreth at the latest address in the District's employment records or at any other address which a party shall give notice of pursuant to this Section.

EAST BAY REGIONAL PARK DISTRICT

SABRINA B. LANDRETH

Elizabeth Echols, President
Board of Directors



DATE: _____

DATE: MARCH 14, 2024

APPROVED AS TO FORM:

Lynne Bourgault, District General Counsel