

**COACHELLA VALLEY PUBLIC CEMETERY DISTRICT
EMPLOYMENT AGREEMENT – GENERAL MANAGER**

This Employment Agreement (herein "Agreement") is made and entered into as of the 11TH day of May 2021 and shall be effective retroactively to May 3, 2021, by and between the COACHELLA VALLEY PUBLIC CEMETERY DISTRICT (hereinafter the "District") and Joshua Bonner (hereinafter "Employee").

RECITALS

WHEREAS, District wishes to engage the services of Employee as the General Manager of the District and to induce the Employee to remain in such position on the terms and conditions set forth in this Agreement;

WHEREAS, Employee is familiar with the position's legal requirements, industry standards and responsibilities and duties set forth in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Employee represents and warrants that he has the skill and ability to serve in such position and wishes to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT.

A. District hereby offers and the Employee hereby accepts the position of General Manager of the District. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified in Exhibit "A," and such legally permissible further duties and functions as shall, from time to time, be assigned by the Board.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements. Employee agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with the standards of the profession. Without limiting the generality of the foregoing, Employee understands and agrees that this position is an exempt, salaried, full-time position with regular required office hours Monday through Friday and weekend hours when required in the best interests of the District or as determined by the Board.

C. Employee agrees to remain in the exclusive employment of the District during the term of this Agreement, and he shall neither accept other employment nor become employed by any other person, business, or organization during the term of this Agreement without the written

approval of the Board. As used in this section, the term "employed" shall not be construed to include occasional teaching or writing on Employee's time off, which may be undertaken by the Employee, provided they are conducted with persons, businesses, or. Under no circumstances, however, may Employee engage in outside employment or other activities that present a real or potential conflict of interest with Employee's employment with the District.

SECTION 2. TERM AND RENEWAL.

A. This Agreement shall be effective beginning on May 3, 2021. The term of this Agreement shall be for one (1) years, through May 3, 2022 and shall terminate on May 3, 2022,

SECTION 3. TERMINATION AND SEVERANCE PAY.

A. It is expressly understood that Employee, in his capacity as General Manager, is a contracted employee serving at the pleasure of the Board, subject to termination pursuant to the terms of this Agreement, and with no right to any hearing or appeal, including any so-called *Skelly* conference, other than the rights expressly provided in this Agreement.

B. This Agreement shall automatically terminate upon Employee's death, retirement, or permanent incapacity.

C. The Employee serves at the will and pleasure of the Board. At any time during the term of this Agreement, the Board reserves the right to terminate the employment of Employee and determine his last day of employment upon the vote of three or more Board members at a duly called and noticed regular Board meeting. The District agrees, however, to refrain from voting on the issue of Employee's termination in any sixty (60) day period immediately following a new Board member's installation so that said new Board member may have sufficient time to apprise his or herself with Employee's performance prior to vote.

1. With Cause. In the event Employee is terminated for cause, he shall not be entitled to any severance pay or benefits. "Cause" shall include the following reasons:

(a) Conviction of a crime, whether misdemeanor or felony. For purposes of this section, a plea of nolo contendere shall also be considered a conviction.

(b) Failure to follow a directive of the Board after written notice of said failure to Employee approved by a simple majority of the Board members.

(c) Failure to perform duties and responsibilities pursuant to the terms of this Agreement, the relevant District policies and other standards of professional conduct.

(d) Abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties.

(e) Repeated and protracted unexcused absences.

(f) Conduct that embarrasses and damages the reputation of the District.

2. With Cause Procedure. In order to terminate for cause, the Board must deliver to the Employee a written statement of charges and its intent to terminate for cause. Following delivery, the Employee shall then have ten (10) calendar days to challenge the termination by setting forth his request to challenge in writing. Within such ten (10) day period, the District may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the ten (10) calendar day period constitutes a waiver of the right. If a hearing is demanded, the hearing will be conducted in closed session. The Employee may produce evidence and argument to the Board. If a written response is submitted but no hearing is demanded, the Board shall review its decision based upon the response. The Board's decision following review of the written response and/or presentation at hearing shall be final and without right of appeal. The Employee has no reinstatement rights.

3. Termination without Cause. In the event the District terminates Employee's employment for a reason other than those set forth in Section 3(C)(1), the Employee shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, et seq.: An amount equal to three (3) months of the Employee's then base monthly salary or the remainder of the term of this Agreement, whichever is less. Contributions to the Public Employees' Retirement System ("PERS") for such Severance Pay shall be made in accordance with the District's PERS contract and the PERS law and regulations. The Employee shall be entitled to this severance pay either in a lump sum. This severance is conditioned on Employee's execution of an agreement releasing the District from all claims against it. The Severance Payment is contingent upon the Employee executing a release of liability. If the Employee fails or refuses to provide the District with a release of liability, the Board may release Employee without cause without Severance Payment.

D. The Employee may terminate this Agreement upon written notice to the Board and shall give sixty (60) days prior notice. The District shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period. Thereafter, all the District's obligations under this Agreement shall cease.

SECTION 4. COMPENSATION.

The District agrees to pay Employee for services rendered pursuant hereto at a rate of One Hundred Fifty Thousand Dollars (\$150,000.00) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written

and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

SECTION 5. BENEFITS.

In addition to the compensation set forth in Section 4 the Employee shall be entitled to the following benefits:

A. Retirement & Health. The District shall pay costs related to the Employee's membership in PERS and health care coverage on the same basis as for other employees. Currently, the District pays such premiums as allowed by law. The District reserves the right to adjust such coverage to the extent the same is adjusted for all employees.

B. Job-Related Expense Reimbursement. The District will pay the Employee's business expenses incurred in connection with District business as provided by District policy, as it may be amended from time to time in the District's sole discretion.

C. Technical Equipment. Upon commencement of employment, the District shall provide the Employee with a cell phone and such technical equipment as may be necessary for the performance of his duties.

D. Dues and Subscriptions. The District shall budget and pay, with prior Board approval, for Employee's professional dues and subscriptions necessary for his continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the District.

E. Professional Development. The District shall budget and pay for travel and subsistence expenses for Employee (as set out by applicable District policy, as it may be amended from time to time in the District's sole discretion) for Board approved professional and official travel, meetings and similar necessary functions, including, but not limited to, Board approved groups and committees of which Employee is a member, as well as short courses, institutes and seminars necessary for the Employee's professional development and the good of the District.

F. Automobile Allowance. The District shall pay Employee an automobile allowance in exchange for the Employee securing a personal vehicle to be used for District business or functions during, before, and after normal work hours. The automobile allowance shall be \$500 per month. Employee shall be responsible for the costs of operation, repair, maintenance, and liability, property damage and comprehensive insurance for such personal vehicle. By the Employee making the Employee's personal automobile available for use, the Employee is not precluded from using District vehicles for District business during, before, and after the normal workday on occasion, when appropriate.

G. Other Benefits. Except as provided below regarding Paid Time Off ("PTO"), the Employee shall be provided with the same benefits as other management employees, with District contributions at the same level as those set out in the Benefits for such employees.

Employee will be provided 160 hours of PTO that can be used for sick, vacation or other leave time. Such leave time shall be scheduled through the Board of Trustee's designated GM Transition Group.

SECTION 6. PERFORMANCE EVALUATION.

A. The Board shall review and evaluate the performance of Employee in writing, at a minimum, on an annual basis at the Board meeting of every September; the Board may conduct performance evaluations more frequently. The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss his evaluation with the Board at the Board meeting. The Employee shall be eligible, if warranted in the Board's sole discretion, to receive a salary increase at the conclusion of such evaluation. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. Failure of the Board to conduct a performance evaluation shall not prohibit the Board from terminating this Agreement in accordance with Section 3 of this Agreement.

B. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the District. Nothing herein shall be deemed to alter or change the employment status of Employee, nor shall this Section be construed as requiring "cause" to terminate this Agreement or the services of Employee hereunder.

SECTION 7. OFFICE HOURS.

Employee shall report to District's offices for work five days per week, Monday through Friday, during normal business hours and at such other times as may be necessary to discharge his duties, except when away on approved business for the District, as otherwise excused by use of approved leave, or during District-granted holidays. However, Employee agrees and understands that he will report to work when necessary to District operations, regardless of regularly scheduled hours, scheduled leave, or holiday, to the extent such attendance is reasonably possible. With prior Board approval, the Employee can telecommute no more than once per week.

SECTION 8. GENERAL PROVISIONS.

A. Integration. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreement.

B. Governing Law. This Agreement shall be governed by the laws of the State of California. The parties agree that venue for any dispute is appropriate in the Superior Court of Riverside County, California.

C. Waiver. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either party to this Agreement, and either party shall be free to reinstate any such term or condition, with or without notice, to the other.

D. Amendment. This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and approved by the Board.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his/its rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of District shall be void.

F. Partial Invalidity. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

G. Legal Consultation. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

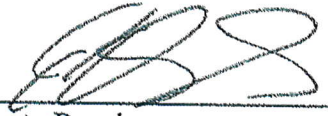
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the COACHELLA VALLEY PUBLIC CEMETERY DISTRICT has caused this Agreement to be signed and duly executed by its President, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

DISTRICT:

COACHELLA VALLEY PUBLIC
CEMETERY DISTRICT

By: _____


Ernesto Rosales
Chair of the Board of Trustees

EMPLOYEE:

Joshua Bonner

By: _____




EXHIBIT "A"

COACHELLA VALLEY PUBLIC CEMETERY DISTRICT GENERAL MANAGER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under policy direction of the Board of Trustees, plans, organizes coordinates and administers all District functions and activities; hires key management personnel; performs related work as assigned.

CLASS CHARACTERISTICS

The General Manager has overall responsibility for policy development, water resources planning and distribution, wastewater collection, treatment, disposal and reclamation, fiscal management, administration and operation of all District functions, programs and activities. The incumbent is responsible for accomplishing District goals and objectives and for implementing the policies of the Board on an ongoing basis.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude the position if the work is similar, related or a logical assignment to the class.

These functions may not be present in all positions in multiple position classes. When a position is to be filled, the essential functions will be noted in the announcement of position availability. Letters in parenthesis at the end of each function statement represent the abilities required to perform that function.

Plans, organizes, coordinates and directs, through staff, all work of the District; develops and directs the implementation of goals, objectives, policies, procedures and work standards for the District; develops and implements long and short range plans to ensure attainment of District objectives.

Works closely with the Board of Trustees, organizations and appropriate federal and state agencies regarding District programs; advises the Board on issues and programs; prepares and recommends specific long-range plans and action proposals to the Board.

Makes final interpretations of District regulations and ordinances, codes and applicable laws.

Directs the preparation and administration of the annual budget for the District.

Represents the Board and the District in contacts with various governmental agencies, community groups and business, professional and other organizations.

Coordinates the preparation and presentation of various agendas, reports and written materials.

Directs the development and implementation of management systems, procedures and standards on a District-wide basis; ensures that the District is in compliance with all contractual and legal requirements.

Directs the selection, supervision and work evaluation of District staff; monitors and implements employee relations and staff development procedures; executes disciplinary action.

Plans, organizes and directs the work of District staff and coordinates the work with outside agencies, contractors and consultants.

REQUISITE ABILITIES

- a. Plan, organize, administer and coordinate a variety of services and programs.
- b. Select, motivate and evaluate staff and provide for their training and professional development.
- c. Develop and implement goals, objectives, policies, procedures, work standards and internal controls.
- d. Analyze unusual situations and resolve them through application of management principles and practices.
- e. Prepare clear and concise reports, correspondence and other written materials.
- f. Establish and maintain effective working relationships with the Board of Trustees, District staff, members of local, state and federal organizations and representatives of the community.
- g. Exercise sound, independent judgment within general policy guidelines.
- h. Communicate clearly and concisely, both orally and in writing.
- i. Make decisions regarding operational and personnel functions.
- j. Operate programs within allocated amounts.
- k. Respond to emergency and problem situations in an effective manner.
- l. Understand, explain and apply policies and procedures.
- m. Develop comprehensive plans to meet future District needs/services.
- n. Plan and enforce a balanced budget.
- o. Meet the physical requirements established by the District

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance. Example combinations include equivalent to graduation from a four year college or university with major coursework in business administration, civil engineering or a related field and substantial management experience in cemetery and grounds management.

Knowledge and Skill Levels

Extensive knowledge of administrative principles and practices, including goal setting, program and budget development and implementation and employee supervision, methods and facilities management; applicable laws and regulations affecting District administration; funding sources impacting service and program development; principles and practices of service contract negotiation and administration.

Physical Requirements

Employees must meet the following requirements which are necessary to successfully perform the essential functions of this class: Travel by airplane, train, or automobile to conduct District business; communicate orally and by telephone with Board members, management, co-workers, and the public in face-to-face, one-to-one, and group settings; use office equipment such as computer terminals, copiers, and FAX machines; sit for extended periods of time; hearing and vision within normal ranges.

Special Requirements

Possession of a Class C California driver's license and a satisfactory driving record.

FLSA / EXEMPT

Salary Determined By the Board of Trustees

80237.0002133972972.1

AMENDMENT NO. 3

COACHELLA VALLEY PUBLIC CEMETERY DISTRICT EMPLOYMENT AGREEMENT-GENERAL MANAGER

THE EMPLOYMENT AGREEMENT BETWEEN COACHELLA VALLEY PUBLIC CEMETERY DISTRICT ("DISTRICT") AND JOSHUA BONNER ("EMPLOYEE") ENTERED INTO MAY 11, 2021, IS HEREBY AMENDED AS FOLLOWS:

1. **Section 2. Term and Renewal:** This section is changed to extend the term of the Agreement through May 2, 2026.
2. **Section 3.C.3 Termination without Cause:** The first sentence of this section shall be changed to read, "In the event the District terminates Employee's employment for a reason other than those set forth in Section 3(C)(1), the Employee shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, et seq.: An amount equal to **Six (6) months** of the Employee's then base monthly salary or the remainder of the term of this Agreement, whichever is less."
3. **Section 4. Compensation:** This section shall be changed to read as follows: "District agrees to pay Employee for services rendered pursuant hereto at a rate of One Hundred Sixty Five Thousand Dollars (\$165,000) annually, pursuant to the procedures regularly established and as they may be amended by the District in its sole discretion. The Employee may receive annual increases in salary as may be determined by the Board in its sole discretion. Any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law."
4. **Section 5. F. District Vehicle:** The title of this section shall be changed to District Vehicle. The current section shall be replaced in its entirety with the following: "Pursuant to sections 2.B, 2.C, 2.D, 2.E and 2.F of the attached District's Vehicle Use Policy, Employee shall have use of a 2022 Ford Explorer, or other SUV, mid-size vehicle or truck supplied by the District at the District's Expense. District will maintain District Vehicle, including scheduled service, repair, insurance, fuel and other related costs. Issuance of a District Vehicle does not preclude Employee from renting or utilizing a personal vehicle for out-of-district, business-related travel."
5. **Section 5. G. Other Benefits.** This section shall be changed to read as follows: "Except as provided below regarding Paid Time Off ("PTO"), the Employee shall be provided with the same benefits as other management employees, with District contributions at the same level as those set out in the Benefits for such employees.

Employee shall accrue 160 hours of PTO annually that can be used for sick, vacation or other leave time. PTO is property of the Employee and payable upon termination. Accrual of PTO time by Employee shall be capped at 640 hours."

6. **Section 6. A. Performance Evaluation.** The first sentence of this section shall be changed to read as follows: "The Board shall review and evaluate the performance of Employee in writing, at a minimum, on an annual basis at the Board meeting of every May; the Board may conduct performance evaluations more frequently at additional Board meetings."
7. **Section 7. Office Hours.** This section shall be deleted in its entirety and stricken from the Employment Agreement.

These amendments have been mutually agreed upon by the parties and will be effective May 2, 2022. All other terms and conditions of the Employment agreement shall remain the same.

**COACHELLA VALLEY PUBLIC
CEMETERY DISTRICT**

Ernesto Rosales, Board Chair

4-7-2022

Date

EMPLOYEE

Joshua Bonner

4-7-2022

Date