

## **General Manager** AMENDMENT NO. 1 to EMPLOYMENT AGREEMENT

This Amendment No. 1 to that Certain Employment Agreement dated July 1<sup>st</sup>, 2021 is made this 8th day of June 2022, by and between Rim of the World Recreation and Park District, San Bernardino County, California, a recreation and park district formed under applicable provisions of the Public Resources Code of the State of California, herein referred to as "DISTRICT", and Jenny Hueter, an individual, herein referred to as "General Manager".

This Amendment No. 1 is made with reference to the following facts:

- (A) The District has employed a qualified General Manager/CEO/CFO, Jenny Hueter, to render those particular and special services of a professional nature with respect to the administration of its Recreation and Park District Services.
- (B) Section 5782.5(d) of the Public Resources Code permits the Districts, by and through its Board of Directors, to employ personnel by contract for such purposes; and,
- (C) The General Manager/CEO/CFO is desirous of entering into this Amendment No. 1 with the District to render professional services.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement shall be amended to read as follows:

TERM OF EMPLOYMENT: The General Manager/ CEO/CFO (hereafter "General Manager" shall commence employment with the District effective July 1, 2021. The initial term of this Agreement shall be for 12 months, ending June 30, 2022, unless otherwise terminated before that date as set out below. This Agreement now has been extended with the mutual written agreement of the Parties for an additional two-year term, commencing July 1, 2022.

2. Section 6 of the Agreement shall be amended to read as follows:

PERFORMANCE OBJECTIVES: Annually, on or before May 1 of each year (to allow for any salary increase to be included within the budget, the General Manager and Board shall meet to establish the General Manager's performance objectives for the following year. Such performance goals shall be in writing and based on the General Manager's duties, performance requirements and Board Objectives, the District policies and procedures, and any other appropriate criteria.

- a. The General Manger shall provide all Board members with a blank evaluation form and thereafter shall place her evaluation and a possible compensation increase on a closed session for the next Board meeting. The Board shall meet in closed session to perform the evaluation and consider compensation and shall meet with the General Manager as well. Thereafter, a copy of the final written evaluation shall be delivered to the General manager, who shall have the right to respond in writing.
- b. Should the Board of Directors not complete a written performance evaluation within 90 days of the due date, it shall be assumed that the employee received a satisfactory evaluation.
- c. Any increased compensation shall be documented by a contract amendment effective as of July 1 of any year.
- d. The General Manager shall receive any cost of living increase provided to other employees.
- 3. Section\_8, "Compensation/Benefits" shall be amended to read as follows to adjust annual salary and car allowance: \$80,000/year Vehicle Allowance \$400.00/month (subject to annual review and possible adjustments) Such adjustments shall be effective January 1, 2022. Accrued payment for the increased salary and car allowance from January 1, 2022, through June 8, 2022, shall be provided with the July 2022 paycheck.

a.	Annual Salary	<u>\$80,000/year</u>
b.	Health Insurance/Flex payment	\$1,200 per month
c.	Retirement Contribution	10% of annual salary
	toward 457 Plan	
d.	Paid Holidays	Eleven (11) days
e.	Paid Sick Days	Ten (10) days
f.	Paid Vacation Days	2 weeks
g.	Cell Phone Reimbursement	\$100 per month
h.	Vehicle Allowance	\$400 per month

4. All other terms and conditions si	nall remain the same.
Jenny Hueter, General Manager	Elizabeth Greeban, Chair Board of Directors
Date	Date