EMPLOYMENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding for at-will employment is made by and between the GREATER VALLEJO RECREATION DISTRICT, Vallejo, California, a recreation and parks district (herein referred to as "District") formed under applicable provisions of the Public Resources Code of the State of California, and BRAD HELFENBERGER (herein referred to as "General Manager," and together with District, "the Parties").

The MOU is made with reference to the following particulars:

(a) District employs Brad Helfenberger as General Manager to render the particular and special services of a professional nature in the administration and management of the affairs of District. Such services shall include, but not be limited to, those set forth in this MOU and in the District's Policies and Procedures Manual.

(b) Section 5786.l(d) of the Public Resources Code of the State of California permits District, by and through its Board of Directors (hereinafter referred to as "Board"), to employ personnel by MOU for such purposes.

(c) This MOU is entered into by the Parties in the County of Solano, State of California.

IT IS THEREFORE AGREED:

1. TERM AND NATURE OF EMPLOYMENT:

(a) District employs Brad Helfenberger as General Manager for the District for a period of three (3) years commencing December 7, 2026, and ending December 6, 2029; said at-will employment is subject to the evaluation process set forth below, the general control of the General Manager by the Board, and termination of at-will employment as otherwise provided in this MOU.

(b) Should District determine that this MOU will not be renewed or extended at the end of the three-year term, or any extensions thereof, District shall provide General Manager with written notice of that decision no later than sixty (60) days prior to the expiration of the term or any extension thereof.

(c) Should General Manager determine that the MOU will not be renewed at the end of the three-year term, or any extensions thereof, General Manager shall provide District with written notice of that decision no later than sixty (60) days prior to the expiration of the term or any extension thereof.

2. GENERAL DUTIES:

General Manager is an at-will employee and serves at the discretion of the District's Board, subject to the terms of Section 7, below. General Manager shall render and perform all services, acts or duties which are necessary, prudent or advisable for the management of the affairs of District, subject to, however, and in accordance with the statutes and laws of the State of California and of any other governmental authority to which District's employees and agents may be subject, and subject to the District's Policies and Procedures. General Manager shall also perform such

duties and carry out such other acts and functions as the Board shall, from time to time, direct. General Manager shall exercise supervision over the whole of District and its affairs so that the statutory duties and responsibilities required of District as a recreation and parks district are satisfied; shall serve District diligently and according to the best of his abilities in all respects; and shall generally do all things in the best interests of District that are usually done by persons occupying similar positions as General Manager of a recreation and parks district.

3. FULL-TIME DEVOTION TO BUSINESS:

General Manager shall devote the whole of his professional time, attention and energies to the performance of his duties as General Manager. General Manager shall not directly or indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, without first obtaining the written consent of the Board. This Section 3 shall not prohibit General Manager from participating in reasonable community activities, provided that the same does not conflict with his performance of his duties as General Manager.

4. RATE OF COMPENSATION:

(a) General Manager shall be compensated as follows:

During the three (3) year term of this MOU, namely, December 7, 2026, through December 6, 2029, and subject to merit increases and cost-of-living adjustments, District shall pay General Manager a base salary; as of December 7, 2026, the General Manager's salary shall be Two Hundred Forty-Five Thousand Dollars ($245,000) annually ("Base Salary"). The Base Salary shall be paid in equal bi-weekly installments every other Friday throughout the term of the MOU.

(b) After his annual evaluation, as established in Section 6, General Manager may, at the sole discretion of District's Board, receive a merit increase between zero to five percent (0-5%) of his Base Salary for the preceding calendar year. Any such merit increase will be effective by the first full pay period in January, starting in January 2028, subject to the maximum salary established for the General Manager job classification.

(c) At the time that the Board completes its annual evaluation, and makes its determination regarding a merit increase, the General Manager's Base Salary shall also incorporate a cost-of-living adjustment (COLA). This COLA shall be based upon the annual change in the Consumer Price Index (CPI-U), West Size Class B/C (All Items); provided that the COLA shall not be less than 2% nor greater than 5%. If the COLA is less than 2%, General Manager shall receive 2%. If the COLA is more than 5%, General Manager shall receive 5%. If the COLA is between 2% and 5%, General Manager shall receive the annual change in the Consumer Price Index (CPI-U) identified above. Such COLA adjustments will be effective by the first full pay period in January, starting in January 2028.

(d) Salary adjustments herein shall not be governed by the District Policy and Procedure Manual, but rather by the terms of this MOU.

(e) In all other respects, the District Policy and Procedure Manual and/or District Personnel Rules and Regulations shall apply to the relationship between General Manager and

District except as may be modified by this MOU. In the event that there is a conflict between this MOU and the District Policy and Procedures, the terms of the MOU shall control.

(f) The General Manager is a classic (legacy) member of the California Public Employees' Retirement System (CalPERS) and shall be enrolled in the District's CalPERS retirement plan under the 2.5% at age 55 retirement benefit formula, subject to applicable CalPERS laws and regulations and the terms of the District's CalPERS contract. General Manager shall contribute six percent (6%) of his pensionable pay as a member contribution in each year of the term of this MOU and any extensions or renewals thereof, consistent with applicable CalPERS requirements.

5. GENERAL MANAGER BENEFITS:

General Manager shall be entitled to all benefits, including but not limited to retirement benefits, vacation and sick pay, health, medical, vision, and dental plans, paid holidays, and executive leave, if applicable, which are now offered to employees of the District and in the same manner as are offered to said employees, except as specifically modified by this MOU.

(a) District shall pay for medical insurance for General Manager and his immediate family in the amount of seventy-five percent (75%) of the then-current Kaiser Permanente rate or seventy-five percent (75%) of the then-current Blue Cross rate for employee and family medical coverage, at the option of General Manager, during the term of this MOU.

(b) District shall pay, on behalf of General Manager and his immediate family, the current vision coverage provided through District's chosen vision insurance company and the dental plan provided through District's chosen dental insurance company. General Manager shall be responsible for any co-pays or costs not covered by said plans.

(c) District shall provide a District-owned automobile for the use of General Manager, during the term of this MOU and any renewals or extensions thereof unless otherwise modified by the Board. The automobile shall be a small or compact fully-electric vehicle (not a hybrid). The automobile shall display District logos and shall carry lights capable of flashing on top. General Manager may use the vehicle to conduct the business of the District and for commuting between his home and the District offices. General Manager shall not use the vehicle for other personal or family purposes such as shopping, vacations, miscellaneous trips, etc. General Manager shall be responsible, at his own expense, for charging the vehicle's batteries, except that District may in its discretion install a charging station at the District offices, in which case General Manager may use such charging station at no cost to General Manager. District shall provide automobile insurance and automobile maintenance. Other than as set forth in this subsection 5(c), no car allowance or mileage reimbursement shall be provided to General Manager. The automobile shall at all times remain the property of District, and upon termination of this MOU and any extensions thereof, General Manager shall return the vehicle to the District offices.

(d) General Manager shall be allowed to attend conferences organized by California Park and Recreation Society (CPRS), California Special Districts Association (CSDA), California Association of Parks and Recreation Districts (CAPRD), and National Recreation and Park Association (NRPA), and other professional development programs after having first obtained the approval of the Board or its designee, provided that the expenses for said conference(s) do

not exceed the annual budget therefor, which budget will be established by the District and General Manager on an annual basis. Any costs and/or expenses in excess of said budget shall be incurred at the sole expense of General Manager. District shall pay the reasonable costs and expenses within the budget upon formal request to District by General Manager with appropriate written documentation as required by the District Policy Manual.

(e) In addition to the conferences described in section 5(d), General Manager may wish to obtain additional professional education and/or training and be reimbursed for the expense thereof by District. In such cases General Manager shall request, in advance, the approval of the Board. The Board will consider any such requests on a case-by-case basis and will grant or deny the requests at its discretion.

(f) District shall provide General Manager with a cell phone and pay the reasonable cost thereof. The cell phone shall remain the property of the District.

(g) District shall provide General Manager with a laptop computer, tablet, e-mail, and internet access and shall pay the costs thereof which are included in District's plan for business use. The computer, tablet, and any software and/or access shall remain the property of the District.

(h) District will reimburse General Manager for reasonable business expenses incurred on behalf of District. General Manager shall submit his request for reimbursement of the reasonable business expenses on a monthly basis.

(i) District shall reimburse General Manager for dues associated with community service and professional organizations. General Manager shall submit his request for reimbursement for said dues on an annual basis.

(j) General Manager shall be entitled to fourteen (14) days of executive leave to be taken within each fiscal year. Executive leave does not accumulate year to year. The Board has approved the General Manager's use of executive leave from December 21, 2026, through December 24, 2026. Once each calendar year, District shall pay General Manager for up to seven (7) days of unused executive leave at his then-current salary, provided that General Manager shall be required to make such a request during the prior calendar year.

(k) General Manager shall accrue annual leave (vacation) at the rate of 25 days per year. General Manager may accumulate up to three hundred sixty (360) hours of annual leave. General Manager may sell back annual leave in accordance with this subsection 5(k).

(i) In order to be eligible to sell back any annual leave hours, General Manager must have at least two hundred forty (240) hours in his account at the time he requests to sell annual leave hours.

(ii) The maximum number of annual leave hours that General Manager may sell back in any calendar year is sixty (60) hours.

(iii) Once each calendar year, District shall pay General Manager for annual leave that he sells back at his then-current salary, provided that General Manager shall be required to make such a request during the prior calendar year.

(l) District shall provide, at its own expense, term life insurance which insures the life of General Manager in the amount of One Hundred Fifty Thousand Dollars ($150,000).

6. EVALUATION OF GENERAL MANAGER:

(a) The Board and General Manager shall annually develop and agree upon performance goals and objectives that shall serve as the basis for the annual evaluation of General Manager. For the General Manager's first annual evaluation, the performance goals and objectives shall include, but not be limited to: Youth Positive Development, Methods to Evaluate District Programs, and Leadership and Board Relations. The Board, or its designee, and General Manager may also meet as needed to make modifications to the goals and objectives.

(b) The Board and General Manager shall agree upon a written evaluation format which shall be used for reporting the results of the evaluation.

(c) If the majority of the Board concludes that the performance of General Manager is unsatisfactory in any particulars, the Board shall then identify in writing the specific areas of concern and provide written recommendations for improvement. The Board will then set a date within six (6) months of the date of the written recommendations for another evaluation of General Manager.

7. TERMINATION OF EMPLOYMENT:

(a) If General Manager willfully breaches or habitually neglects his duties as General Manager or commits acts of dishonesty, fraud, misrepresentation or acts of moral turpitude as would prevent the effective performance of his duties, District may, at its option, terminate his at-will employment.

(i) District may at its option terminate this MOU for the reasons stated in subsection 7(a) above by giving written notice of termination to General Manager without prejudice to any other remedy to which District may be entitled to under law, in equity, or under this MOU.

(ii) The notice of termination required by this subsection 7(a) shall be in writing and shall specify the grounds for the termination and shall be supported by a statement of all relevant facts. The termination shall be effective two calendar weeks after notice is given.

(iii) Termination under subsection 7(a) shall be considered "for cause" for the purposes of this MOU.

(iv) In the event General Manager's employment is terminated for cause, all obligations of District under this MOU to pay salary or other compensation to General Manager, or provide benefits to General Manager, shall cease on the effective date of the termination. The term "for cause" in this subsection 7(a)(iv) relates only to potential eligibility for severance and does not in any way alter the at-will employment of the General Manager.

(b) This MOU and all rights and obligations pursuant thereto shall be terminated upon the death of General Manager.

(c) DISTRICT reserves the right to terminate General Manager's employment if General Manager suffers any mental or physical disability that renders General Manager unable to

perform the essential functions of his position, even with reasonable accommodation, for four months in any twelve-month period and if there is no vacant position to which the General Manager could be transferred and for which he is qualified. Termination pursuant to this subsection 7(c) shall be accomplished by giving ten (10) calendar days written notice of termination to General Manager. Termination under this subsection 7(c) shall not be considered "for cause" for the purpose of this MOU. Termination pursuant to this subsection shall be supported by the written opinion of a qualified physician and/or psychiatrist/psychologist who regularly practices in the same field(s) of medical specialty as General Manager's disability.

(d) The Board may determine to terminate the employment of General Manager during the term of this MOU if a majority of the Board votes to do so and sixty (60) days' written notice is provided to General Manager. If the Board terminates this MOU pursuant to this subsection 7(d), General Manager shall receive his then-current Base Salary and the health benefits specified in subsections 5(a) and (b) above (except as provided below) for a period not to exceed the number of months left on the unexpired initial term of the MOU, or, if the MOU has theretofore been extended pursuant to subsection 1(b), not to exceed the number of months left on the extended term of the MOU, but in any case not to exceed eighteen (18) months ("Severance Period"). Receipt of such severance is conditioned upon the General Manager executing a waiver and release agreement waiving all claims against the District to the extent allowed by law, in a form acceptable to the District. In the event that General Manager accepts other employment with benefits during the Severance Period, the health benefits set forth herein shall cease. No noncash items except the health benefits specified in subsections 5(a) and (b) above shall be paid during the Severance Period. Any future cost of living increases and/or merit increases which had been scheduled but not yet provided to General Manager at the time of termination under this subsection 7(d) shall not be included in the calculation of Severance Period compensation. Termination under this subsection 7(d) shall not be considered "for cause" for the purpose of this MOU. In the event of General Manager's termination without cause, the severance pay and other benefits provided for in this subsection 7(d) shall be General Manager's sole remedy.

(e) General Manager may determine to terminate his employment with District during the term of the MOU by providing sixty (60) days' written notice to District. Upon the conclusion of the notice period, all obligations of District under this MOU to pay salary or other compensation to General Manager, or provide benefits to General Manager, shall cease.

8. MEDIATION:

Any controversy or claim arising out of or related to this MOU involving the construction or application of any terms or conditions of this MOU or the alleged breach thereof shall be first submitted to mediation. The costs of mediation shall be borne equally by the Parties. No Party hereto shall commence arbitration under this MOU without first having participated in mediation. In the event either Party fails or refuses to mediate upon request of the other Party, and the other Party compels arbitration, the Party that failed or refused to mediate shall not be entitled to recover attorney's fees in the arbitration even if that Party would otherwise have been entitled to recover attorney's fees pursuant to Section 9.

9. ARBITRATION:

(a) Agreement to Arbitrate. Any controversy or claim which may arise between

District and General Manager involving the construction or application of any of the terms or conditions of this MOU or the alleged breach thereof, not successfully mediated, shall, on the written request of either Party, served on the other, be submitted to binding arbitration. This obligation is mutual, and it applies equally to claims the General Manager may assert against the District and to claims the District may assert against the General Manager. The arbitration shall comply with and be governed by the provisions of the California Arbitration Act, sections 1280, *et seq.*, of the California Code of Civil Procedure, as the same may be amended.

(b) Excluded Claims. This arbitration provision does not apply to, and nothing in it limits either party's right to pursue: (i) claims for workers' compensation benefits or unemployment insurance benefits; (ii) the filing of an administrative charge or complaint with, or participation in a proceeding before, the California Civil Rights Department, the Equal Employment Opportunity Commission, the National Labor Relations Board, or any comparable federal, state, or local agency; (iii) a claim alleging sexual assault or a sexual harassment dispute; and (iv) any other claim that, as a matter of law, the Parties cannot agree to arbitrate.

(c) Arbitrator Selection. District and General Manager shall each appoint one person to hear and determine the dispute, and the two arbitrators thus selected shall choose and appoint a third arbitrator. A majority decision of the panel shall be final and conclusive upon both Parties.

(d) Written Award. The panel shall issue a written award setting forth the essential findings and conclusions on which it is based. The award shall be final and binding and subject to judicial review and confirmation, correction, or vacatur as provided by the California Arbitration Act.

(e) Fees and Costs. The District shall pay the arbitrator's fees and all costs and expenses unique to the arbitration (including the administering organization's fees). The General Manager shall not be required to bear any type of expense that the General Manager would not be required to bear if the claim were brought in court. Each Party otherwise bears its own attorneys' fees and costs, except that the panel may award reasonable attorneys' fees and costs to the prevailing party on any claim for which such an award is required or permitted by applicable law.

(f) Waiver of Jury Trial. **BY AGREEING TO THIS PROVISION, THE DISTRICT AND THE GENERAL MANAGER KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS SECTION 9.**

(g) Acknowledgement. The General Manager acknowledges having read and understood this provision and the rights being waived. _____ (General Manager's initials)

10. ENTIRE AGREEMENT:

This MOU supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the employment of General 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 MOU 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, which are not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding on either Party.

11. MODIFICATIONS:

Any modification of this MOU will be effective only if it is in writing and signed by both Parties to this MOU.

12. EFFECT OF WAIVER:

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this MOU by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

13. PARTIAL INVALIDITY:

If any provision of this MOU is held by an arbitrator or 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.

14. LAW GOVERNING MOU:

This MOU shall be governed by and construed in accordance with the laws of the State of California, and if there is any arbitration and/or litigation regarding the terms of this MOU, the appropriate venue is Solano County, California.

15. NOTICES:

Any notices to be given hereunder by either Party to the other shall be in writing and shall be transmitted by personal delivery or by first-class mail, postage prepaid, to the addresses shown below. Such notices shall also be emailed to the addresses shown below.

If to District:
Clerk of the Board
Greater Vallejo Recreation District
395 Amador Street
Vallejo CA 94590, and
kpierson@gvrd.org
BoardofDirectors@gvrd.org

With copy to:
Andrew Shen
Renne Public Law Group
350 Sansome Street, #300
San Francisco CA 94104, and
ashen@publiclawgroup.com.

If to General Manager:
Brad Helfenberger
Greater Vallejo Recreation District
395 Amador Street
Vallejo CA 94590, and
bhelfenberger@gvrd.org

Notice shall be deemed to have been effective at the time of receipt if given by personal

delivery or on the fifth calendar day after the date of mailing if given by mail.

16. EFFECTIVE DATES:

This MOU shall be effective from and after December 7, 2026, through December 6, 2029, unless terminated sooner as set forth above.

17. RIGHT TO ATTORNEY:

By his signature hereto, General Manager acknowledges that he had the right to representation by an attorney during the negotiations leading to this MOU and opted not to exercise that right. General Manager further acknowledges that Andrew Shen has represented the Board and District in all negotiations resulting in the negotiation and preparation of this MOU.

Dated: Oct 22, 2026

GREATER VALLEJO RECREATION DISTRICT

By: _____
THOMAS JUDT
Chairperson, Board of Directors

Dated: Oct 22, 2026

By: _____
BRAD HELFENBERGER, General Manager

APPROVED AS TO FORM:

By: _____
ANDREW SHEN, Attorney for District