

EMPLOYMENT AGREEMENT BETWEEN COMPTON CREEK MOSQUITO  
ABATEMENT DISTRICT AND MITCHEL WEINBAUM

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into between the Compton Creek Mosquito Abatement District (the “District”) and Mr. Mitchel Weinbaum.

I. **TERM OF EMPLOYMENT**

The District hereby employs Mr. Weinbaum (hereinafter “Mr. Weinbaum” or “General Manager”) in the position of General Manager for the District for the period from August 17, 2021 through August 17, 2025 unless sooner terminated in accordance with Paragraph XIV or XV of this Agreement.

II. **SALARY**

Mr. Weinbaum’s salary shall be \$115,499.88 per annum. At any time, the Board of Trustees of the District (“Board of Trustees” or “Board”) may take action to increase the compensation provided for in this Agreement.

III. **DUTIES**

Mr. Weinbaum shall perform the duties of General Manager, as set forth in the District’s job description (if any), and/or such other duties as directed by the District’s Board of Trustees. Employee shall exercise the powers and perform the services required of the position of General Manager of the District, as specified in the District’s Personnel Policy Manual “Policies And Procedures” (the “Policies And Procedures”), as they currently or may in the future exist. These services shall include, without limitation, implementing Board-approved policies and procedures; directing the work of the District’s professional, technical, and clerical personnel; overseeing training for new employees and existing staff in relation to new rules, regulations, and procedures; administering the Board approved annual budget; and overseeing agendas and meeting schedules of the Board of Trustees and its committees.

IV. **OUTSIDE PROFESSIONAL ACTIVITIES**

Mr. Weinbaum shall devote all or substantially all of his time and attention during the District’s normal business hours to performing his duties as General Manager. Upon prior written authorization from the Board, Mr. Weinbaum may undertake outside approved professional activities, including consulting, speaking, and writing, which do not conflict with Mr. Weinbaum’s employment with the District. Time spent performing such outside professional activities shall be charged to vacation leave and shall not interfere with Mr. Weinbaum’s job performance as General Manager. Mr. Weinbaum, shall not engage in any

activity, consulting service, or enterprise, for compensation or otherwise, that is actually or potentially in conflict with, or inimical to, his duties and responsibilities of the District.

V. **PERFORMANCE OBJECTIVES**

The Board may meet with Mr. Weinbaum and establish Mr. Weinbaum's performance objectives under this Agreement.

VI. **EVALUATION**

The Board may evaluate Mr. Weinbaum each year. Mr. Weinbaum shall cooperate with all reasonable requests of the Board in the evaluation process including, for example, providing the Board with proposed goals and objectives for the ensuing year. The failure, if any, of the Board to evaluate Mr. Weinbaum shall be of no legal consequence. The District's policies or regulations, if any, governing administrative evaluations shall not apply to Mr. Weinbaum.

VII. **SICK LEAVE**

Mr. Weinbaum shall be entitled to 12 days of leave of absence for illness or injury, with full pay for each full fiscal year of service. These days may be accrued up to a maximum of 30 days, after which additional days may accrue but additional days in excess of 30 days of full pay leave shall be days of 50% pay. Unused days (full-pay or 50%-pay) shall not be subject to cashout at any time, including upon conclusion of employment.

VIII. **FRINGE BENEFITS**

Mr. Weinbaum shall receive the following fringe benefits:

Enrollment in CalPERS, use of District vehicle to and from work to his residence, six (6) month buy-out if Mr. Weinbaum is terminated.

IX. **EXPENSE REIMBURSEMENT; PROFESSIONAL ORGANIZATIONS**

The District shall reimburse Mr. Weinbaum for all actual and necessary expenses incurred by him within the scope of his employment, which expenses must be approved by the Board in advance.

The District shall pay Mr. Weinbaum's annual memberships in the following professional organizations: American Mosquito Control Association

X. **SERVICE YEAR**

Mr. Weinbaum shall render twelve (12) months of full and regular service to the District. Mr. Weinbaum is a full-time exempt employee. Mr. Weinbaum shall devote the time necessary to adequately perform the duties of General Manager. The parties expect that a minimum of 40 hours per week during normal business hours, as well as additional time outside of the normal business hours, will be required to satisfy this requirement. Toward that end, Mr. Weinbaum shall be allowed reasonable flexibility in setting his own office hours (subject to revision by the Board), provided that the schedule of such hours provides adequate availability to the Board of Trustees and District staff during normal business hours and for the performance of District business.

XI. **VACATION**

Mr. Weinbaum shall be entitled to 20 working days of annual vacation with pay, in addition to paid holidays for the days set forth in the District's Policies And Procedures. Mr. Weinbaum shall be entitled to accrue vacation up to a maximum of two years' vacation (i.e., 40 days). Accrued but unused vacation shall be paid out upon conclusion of employment but may not be cashed out prior to conclusion of employment.

XII. **APPLICABLE LAW**

This Agreement is subject to all applicable laws of the State of California, and District rules, regulations and policies, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

XIII. **INTERACTIVE PROCESS WHEN ACCOMMODATION NEEDED**

Mr. Weinbaum shall advise the District in writing should he require any accommodation to allow him to perform the essential functions of his position.

XIV. **TERMINATION DURING TERM OF AGREEMENT**

(a) Cause. The District may terminate this Agreement for cause for misconduct, including but not limited to dishonesty, malfeasance, or misfeasance, or for failure by Mr. Weinbaum to substantially perform any of the duties or responsibilities as set forth in this Agreement, or for performing them unsatisfactorily. In addition, the District may terminate this Agreement for breach of contract if it determines in its sole discretion that Mr. Weinbaum has: (1) engaged in any conduct involving moral turpitude, or which results in serious damage to the reputation of the District; or (2) violated any fiduciary duty owed to the District.

- (b) Process For Dismissal For Cause. In the event the District intends to terminate this Agreement for cause during the term of the Agreement, Mr. Weinbaum shall have the right to receive notice of the reasons for the possible termination and shall be given an opportunity to address the Board of Trustees regarding the reasons for the termination, prior to the District taking action to terminate the Agreement. Mr. Weinbaum may address the Board of Trustees either personally or through his representative; however, if Mr. Weinbaum chooses to be represented and/or accompanied by legal counsel, Mr. Weinbaum shall assume the cost of his legal expenses. The decision of the District to terminate this Agreement shall be final.
- (c) Disability. Should Mr. Weinbaum be unable to serve in his position due to physical and/or mental conditions, upon expiration of the sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Mr. Weinbaum to perform the essential functions of his position, with or without accommodation, the District may terminate this Agreement.
- (d) Death. The death of Mr. Weinbaum terminates this Agreement immediately. In such event, all salary and other monetary amounts due to Mr. Weinbaum at the time of death shall be paid to Mr. Weinbaum' estate.
- (e) Mutual Consent. This Agreement may be terminated at any time by mutual consent of the District and Mr. Weinbaum.
- (f) Unilateral Termination by Mr. Weinbaum. Notwithstanding any other provisions of this Agreement, Mr. Weinbaum shall have the option to terminate this Agreement by providing the District with written notice of intent to terminate. This notice shall be provided no less than ninety (90) calendar days prior to termination. Mr. Weinbaum and the District may agree to a termination notice of less than ninety (90) calendar days.
- (g) Notification Upon Seeking Other Employment. Mr. Weinbaum shall immediately notify the District in the event he becomes a final candidate for other employment.
- (h) Unilateral Termination by the District. Notwithstanding any other provision of this Agreement, the District, at its sole discretion, shall, upon thirty (30) calendar days written notice, have the option of terminating this Agreement for any reason (i.e., without cause of a hearing). If the District elects to terminate the Agreement without cause, it shall pay Mr. Weinbaum, in a lump sum payment, within thirty (30) calendar days of notice of termination, an amount equal to six (6) months' salary or the

salary for the remainder of the Agreement, whichever is less. The calculation for purposes of this lump-sum payment shall be based on the salary in effect on the date of the notice of termination. This provision is intended to comply with the requirements governing maximum cash settlement as set forth in Government Code sections 53260 et seq., which prohibits settlements in excess of 18 months' pay. In addition, pursuant to California Government Code section 53243 et seq., if this Agreement is terminated, any cash settlement related to the termination that Mr. Weinbaum may receive from the District shall be fully reimbursed by Mr. Weinbaum to the District if Mr. Weinbaum is convicted of a crime involving an abuse of his office or position.

XV. **MODIFICATION, TERMINATION, AND EXPIRATION OF AGREEMENT**

The parties may also modify or terminate this Agreement by mutual consent, in writing..

XVI. **LIMITATIONS ON CASH SETTLEMENTS**

The provisions of Government Code section 53260 et seq. apply to this Agreement. Specifically, in the event this Agreement is terminated and the termination is challenged as being unlawful, the maximum cash settlement that Mr. Weinbaum may receive shall be an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by 18. This language is included only to comply with the requirements of Government Code section 53260 et seq., and does not entitle Mr. Weinbaum to 18 months' pay upon separation from employment.

XVII. **GENERAL PROVISIONS**

(a) Severability. If any term of provision of this Agreement shall, to the extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

(b) Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

(c) Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

(d) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings terms, or

conditions, and neither party has relied upon any representation, expressed or implied, not contained in these documents. All prior understanding, terms, or conditions are deemed merged into these documents. This Agreement is intended to supersede all prior agreements and addenda, including the District's Policies And Procedures (where there is a conflict).

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*Mitchel Weinbaum*

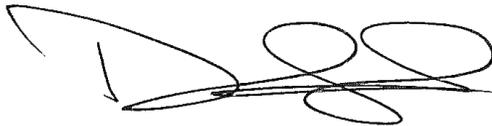
\_\_\_\_\_  
Date

COMPTON CREEK MOSQUITO  
ABATEMENT DISTRICT

By \_\_\_\_\_  
*Micah Ali*  
Board President

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
Orbach Huff & Henderson LLP



By \_\_\_\_\_  
*David M. Huff*