

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
ORANGE COUNTY CEMETERY DISTRICT  
AND  
TIM DEUTSCH**

**(July 1, 2022 - June 30, 2025)**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is entered into on this 1st day of July 2022, by and between the Orange County Cemetery District ("District") by its Board of Trustees ("Board") and Timothy S. Deutsch (referred to herein as "Deutsch").

**RECITALS**

**WHEREAS**, the Board of Trustees on behalf of the District employs, terminates, directs and evaluates the General Manager; and

**WHEREAS**, the District hired Deutsch as General Manager of the District by entering into an Employment Agreement with Deutsch on February 3, 2006; and

**WHEREAS**, the District and Deutsch entered into several amendments since 2006, that primarily includes adjustments to salary and benefits; and

**WHEREAS**, it is the desire of the Board of Trustees to continue to receive the services of Deutsch as the District's General Manager and to provide certain benefits, establish conditions of employment, and set working conditions for Deutsch; and

**WHEREAS**, Deutsch desires to accept continued employment as the General Manager of the District under the terms set forth herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1. EMPLOYMENT**

A. The Board, on behalf of the District, hereby continues to employ Deutsch to serve as General Manager for the District in accordance with the terms of this Agreement, and to perform the duties of General Manager as prescribed by the laws of the State of California and by the rules, regulations, decisions, and directions of the Board, effective as of July 1, 2022.

B. Deutsch will, to the best of his ability and experience, loyally and conscientiously perform all of the duties and obligations required of General Manager, either expressly or implicitly by the terms of this Agreement.

C. Deutsch shall devote his time, skills, labor, and attention to said employment, which shall be primary during the term of this contract. Deutsch may undertake outside activities for compensation, provided that such activities shall not be performed during regular workweek hours, exclusive of vacation or authorized leave of absence, and are not in conflict with the duties of the General Manager's position.

D. It is understood and agreed that Deutsch serves in his capacity as the General Manager at the will and pleasure of the Board, acting on behalf of the District.

**Section 2. EFFECTIVE DATE**

This Agreement shall be effective as of July 1, 2022.

**Section 3. TERM**

This Agreement shall remain in full force and effect for three (3) years, unless terminated earlier by either the Board or Deutsch pursuant to provisions of this Agreement.

**Section 4. OBLIGATIONS OF DISTRICT**

District shall provide Deutsch with the compensation, benefits and business expense reimbursements specified hereinafter.

**Section 5. OBLIGATIONS OF GENERAL MANAGER**

A. Deutsch shall understand the Brown Act regarding open meeting requirements, closed session requirements, public notice requirements, and how to properly prepare an agenda.

B. Deutsch shall understand the Conflict of Interest Code to determine what is required of the Trustees and any applicable employees with respect to conflict and financial disclosure matters.

C. Deutsch shall understand the "Trustee's Duties and Responsibilities" as set forth in the District handbook.

D. Deutsch shall understand the District's "Cemetery Operations" regarding its statutory duties under applicable California law which include, but are not limited to, matters such as: disinterment and removal, record keeping, and finances.

E. Deutsch shall understand the District's "Investment Policy," including but not limited to the District's fiduciary obligations with respect to financial investments.

F. Deutsch shall understand the District's "Personnel Rules," including but not

limited to the applicable rules and procedures regarding all personnel matters.

G. Deutsch shall understand the District's "Safety Manual," including but not limited to the applicable rules pertaining to the safety of the District's employees and the public.

H. Deutsch shall understand the current legal services agreement between the District and its general counsel so that he knows the full scope of the responsibilities of the general counsel and the District under the agreement.

I. Deutsch shall: (i) keep the Board informed as to the effectiveness of the various safety programs within the District, (ii) investigate all reported claims occurring in the District, (iii) oversee and maintain control of all safety operations within the District, and (iv) provide the Board with information regarding the latest technical changes occurring in the field of safety.

J. Deutsch shall act at all times in the best interests of the District, and perform his services in a competent and professional manner, consistent with the standards in the industry and in compliance with all applicable laws, statutes, ordinances and regulations.

#### **Section 6. COMPENSATION**

A. Commencing July 1, 2022, the District shall pay Deutsch the gross annual sum of One Hundred Seventy Eight Thousand Five Hundred Dollars and Zero Cents (\$178,500) per year in salary, unless adjusted by the Board pursuant to the terms and conditions set forth in this Agreement.

B. Payments will be made at the same times and frequencies as to the District's other employees.

C. In its sole discretion, the Board may from time to time adjust Deutsch's compensation by minute action which shall not require an amendment to this Agreement.

#### **Section 7. EMPLOYMENT BENEFITS**

In addition to the compensation provided for in Section 6 of this Agreement, Deutsch shall be entitled to receive the following employment benefits:

A. The District shall pay 100% of Deutsch's family medical insurance coverage costs.

B. The District shall pay 100% of Deutsch's individual vision, dental and life insurance coverage costs plus the other health and welfare benefits provided to the District's employees which include Retirement (for which the District currently pays 100% of the employer contribution, Disability, Workers' Compensation, Retiree Medical

Reimbursement Plan, Annual Leave and Holiday Pay.

C. The District shall contribute a total annual sum of \$5,200 to Deutsch's 401(a) retirement plan, subject to the requirements of said plan as established by the Board.

D. The District shall pay Deutsch a monthly transportation allowance in the amount of \$450.

E. In its sole discretion, the Board may from time to time adjust Deutsch's employment benefits by minute action which shall not require an amendment to this Agreement.

**Section 8. ADMINISTRATIVE LEAVE**

A. Deutsch shall be entitled to five (5) days of Special Administrative Leave per annum. Such leave must be used annually and is not cumulative.

**Section 9. OTHER BENEFITS**

During the term of this Agreement, except as otherwise expressly provided in this Agreement, Deutsch shall be entitled to receive the employment benefits and leave applicable to District Employees pursuant to the District's Personnel Policies.

**Section 10. PERFORMANCE EVALUATION**

The Board shall periodically review and evaluate Deutsch's job performance, and the Board and Deutsch shall mutually define the goals and performance objectives which they deem necessary for the proper operation of the District. Further, the Board and Deutsch shall establish a relative priority among those goals and objectives to be reduced to writing with a mutual expectation of Deutsch's achievement of those goals and objectives within a mutually agreed-upon time frame. The objective of this process is to maintain a positive working relationship and mutual understanding of the goals, duties and objectives of the District. The failure of the Board to evaluate Deutsch annually does not violate any provision of this Agreement and shall not cause a breach of any provision of this Agreement.

**Section 11. STANDARD OF CONDUCT**

Deutsch shall be bound by the District's Code of Ethics, and shall at all times act in a manner consistent with the standards in the industry and in compliance with all applicable laws, statutes, ordinances and regulations.

**Section 12. TERMINATION WITHOUT CAUSE**

A. The parties hereto agree that the District may terminate this Agreement without cause upon twenty-four (24) hours' written notice, personally delivered to Deutsch by the District.

B. In the event that Deutsch cannot be reasonably located for service of said notice, the notice may be mailed to the last known address of Deutsch and shall be deemed to have been given on the day following deposit in the United States mail, postage fully paid.

C. Upon the expiration of the notice period, Deutsch shall cease to serve as the General Manager of the District without further notice or action by the District and shall no longer be entitled to any compensation or benefits provided for herein, other than compensation for accrued sick, vacation time and any severance due pursuant to Section 16 of this Agreement.

D. District shall pay to Deutsch all funds due within twenty-four (24) hours of termination pursuant to this Section. Upon such payment, Deutsch shall have no further claims under this Agreement.

E. Deutsch acknowledges that he has no rights to any appeal or hearing after a termination of this Agreement by the District pursuant to this Section 12, and to the extent that any such rights might apply as a matter of law or contract, Deutsch hereby waives all of such rights.

**Section 13. TERMINATION WITH CAUSE**

A. The parties hereto agree that the District may terminate Deutsch with cause at any time, subject to any applicable provisions of State law, including without limitation the provisions of the Ralph M. Brown Act.

B. Grounds for termination with cause include, and may be supported by evidence of, conduct by Deutsch that constitutes bribery, perjury, embezzlement, fraud, common law bias, malfeasance, misfeasance, a crime involving moral turpitude, a violation of the Political Reform Act, Government Code Section 1090, workplace harassment or violence under the District's policies relating thereto, or any material breach of this Agreement.

C. A written explanation of the reasons for the termination with cause shall be personally delivered to Deutsch prior to the effect of Deutsch's termination under this Section 13. In the event that Deutsch cannot be reasonably located for service of said notice, the notice may be mailed to the last known address of Deutsch and shall be deemed to have been delivered on the day following deposit in the United States mail, postage fully paid.

D. Deutsch acknowledges that he has no rights to any appeal or hearing after a termination of this Agreement by the District pursuant to this Section 13, and to the extent that any such rights might apply as a matter of law or contract, Deutsch hereby waives all such rights.

**Section 14. OTHER GROUNDS FOR TERMINATION**

This Agreement shall automatically terminate in the event of any of the following:

- A. Upon the mutual written agreement of the District and Deutsch to terminate Deutsch's employment.
- B. Upon the death of Deutsch.
- C. Upon Deutsch's service or disability retirement.

**Section 15. RESIGNATION**

Deutsch may resign, and thereby terminate this Agreement, at any time upon providing thirty (30) calendar days' written notice to the Board.

**Section 16. SEVERANCE**

A. In the event Deutsch is terminated without cause pursuant to Section 12 of this Agreement, and while willing and able to perform his duties under this Agreement, the District shall continue Deutsch's compensation pursuant to this Agreement for a total of six (6) months from the date of expiration of the twenty-four hour written notice period provided by Section 12 of this Agreement. In addition, Deutsch shall receive COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) coverage for up to the maximum allowed or until such time as Deutsch is reemployed in any capacity, whichever occurs first. In consideration of this covenant, Deutsch hereby agrees that he shall not be entitled to any other compensation, benefits or payment of any kind from the District other than payment of accrued sick or vacation time in connection with the termination of his employment without cause.

B. The District shall not be obligated to make any severance payment to Deutsch, other than compensation for accrued annual leave, in the event this Agreement is terminated under any of the following circumstances:

- (1) Upon the District's termination of Deutsch with cause pursuant to section 14 hereof.
- (2) Upon the death of Deutsch.

- (3) Upon Deutsch's service or disability retirement.
- (4) Upon the Deutsch's resignation.

**Section 17. SUSPENSION**

The Board, on behalf of the District, may suspend Deutsch at the sole option and discretion of the District, with full compensation as provided in this Agreement, at any time during the Term of this Agreement.

**Section 18. CIVIL CODE SECTION 1542 WAIVER**

Deutsch expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of denial of due process, that are otherwise afforded to non-contract employees of the City. Deutsch further represents and warrants that he understands this waiver and that if it does not understand this waiver, he shall seek the advice of a qualified independent attorney before executing this Agreement.

  
\_\_\_\_\_ Initials

**Section 19. HOURS OF WORK; FULL TIME POSITION**

A. Deutsch is generally expected to be present at the District's cemetery properties during regular business office hours. However, it is recognized that Deutsch must devote time outside regular business hours to the business of the District, and is therefore permitted to take reasonable times during the regular business hours to attend to personal business. Deutsch will, nevertheless, make himself available to the District whenever one or more members thereof desire to meet with him.

B. Deutsch's position as General Manager is a full-time position. Accordingly, Deutsch shall not engage in or render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the written consent of the Board.

**Section 20. OTHER TERMS OF EMPLOYMENT**

The District may, from time to time, impose or adopt such other terms and

conditions of employment which relate to the job functions or performance by Deutsch, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the District's Personnel Policies, or any law.

**Section 21. CONFLICTS OF INTEREST**

Deutsch represents and covenants that neither he nor any relative by blood or marriage has or will acquire any interest, directly or indirectly, which would conflict in any manner with the unbiased performance of Deutsch's duties under this Agreement. Deutsch acknowledges that the applicable provisions of California law and the District's Conflict of Interest Code apply to Deutsch in the performance of his duties hereunder.

**Section 22. OWNERSHIP OF DOCUMENTS**

A. Any documents prepared or reviewed by Deutsch in the performance of his duties under this Agreement, or which otherwise come into Deutsch's possession in the performance of such duties, including, without limitation, originals and copies, reports, documents, computer disks, files, notes, designs and drawings, are and shall be the sole property of the District and may only be used or reused with the permission of the District.

B. Upon termination of this Agreement, Deutsch will immediately deliver all copies of such material to the District and shall not retain any originals or copies thereof.

**Section 23. CONFIDENTIALITY**

A. Any and all documents and information obtained from the District by Deutsch in the performance of services under this Agreement shall be kept strictly confidential by Deutsch unless disclosure of the same is otherwise required by law.

B. Deutsch covenants that he will not disclose any information regarding the activities of the District except as required by law or as authorized by the District.

**Section 24. MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both parties.

**Section 25. ENTIRE AGREEMENT**

This Agreement supersedes any and all other prior agreements or discussions, oral or written, between the parties with respect to the subject matter hereof. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party hereto acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of the other party except those contained herein.



**Section 26. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES**

No officer, employee or agent of the District shall be personally liable to Deutsch in the event of any default in or breach of this Agreement by the District.

**Section 27. INTERPRETATION**

This Agreement shall not be interpreted against either party on the grounds that one party was solely responsible for preparing it or caused it to be prepared.

**Section 28. WAIVER**

No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing by the District or Deutsch. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement shall be deemed a waiver of any other provisions or conditions hereof.

**Section 29. CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described in the respective caption or heading.

**Section 30. NOTICES**

Notices pursuant to this Agreement shall be given by personal service or by deposit in the United States mail, postage pre-paid, addressed as follows:

a. If to District: Orange County Cemetery District  
District Office  
25751 Trabuco Road  
Lake Forest, CA 92630

b. If to Employee: Tim Deutsch  
[REDACTED]  
[REDACTED]

Notice shall be deemed given as of the date of personal service or one (1) day after the date of deposit in the United States mail.

**Section 31. RIGHTS AND REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

**Section 32. SEVERABILITY**

If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

**Section 33. GOVERNING LAW AND VENUE**

This Agreement shall be interpreted in accordance with California law. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement shall be initiated and conducted in the applicable court or forum of Orange County, State of California.

**Section 34. COUNTERPARTS**

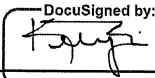
This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original hereof.

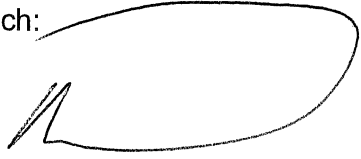
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written above.

Orange County Cemetery District:

Tim Deutsch:

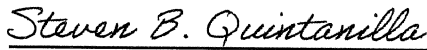
By: \_\_\_\_\_  
Kelly Rivers, Chair

  
By: \_\_\_\_\_  
Tim Deutsch, General Manager

ATTEST:

By: \_\_\_\_\_  
Mary Funk, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Steven B. Quintanilla, General Counsel