



Livermore Area
Recreation and Park District
An independent special district

Regular Meeting of the Board of Directors

MINUTES

Wednesday, June 24, 2026

5:00 p.m.

Robert Livermore Community Center
4444 East Avenue, Livermore, California
Sycamore Room

Directors Present: Directors Jan Palajac, David Furst
Vice Chair Maryalice Faltings, Chair Philip Pierpont

Directors Absent: Director James Boswell

Staff Present: David Weisgerber, Planning and Communications Manager (PCM)
Mathew Fuzie, General Manager (GM)
Rene Venus Dalusong, Executive Assistant (EA)

District Counsel: Andrew Shen, Esq. with Renne Public Law Group (DC)

Others Present: Zach Moore, Connor Moore, Mike Ralph, Andrew Ghali, Larry Gosselin

1. CALL TO ORDER – ROLL CALL – PLEDGE OF ALLEGIANCE: Chair Pierpont called the meeting to order at 5:02 p.m. All Directors were present except for Director Boswell. Chair Pierpont led the Pledge of Allegiance.

2. PUBLIC COMMENT: Chair Pierpont opened the public comment period.

- a) Zach Moore and his son Connor Moore thanked the Board and District staff for the new Sunken Gardens Pump Track. Zach Moore requested the Board consider additional pump track amenities, including directional arrows, shade structures, benches, a water fountain closer to the track, a bike repair station, a community garden, a small playground, and an adjustment to the water presser at the new water fountain. Chair Pierpont suggested Zach Moore to provide contact information to EA Dalusong for follow-up regarding the requests.
- b) Mike Ralph thanked the Board and District staff for the new Sunken Gardens Pump Track. Mike Ralph asked the Board to consider replacing the faded signs and renaming the pump track. Mike Ralph also suggested future improvements, including dirt jumps, a ramp, a smaller feature on the other side of the pump track, and a bicycle skills course.
- c) Andrew Ghali thanked the Board, GM Fuzie, and District staff for the new Sunken Gardens Pump Track and encouraged continued investment in aging parks and infrastructure, as well as employee recruitment and retention.
- d) A public comment was received via publiccomments@larpd.org on June 20, 2026 regarding the Sunken Gardens Pump Track (Supplemental Item 2d).

There were no further comments, and Chair Pierpont closed the public comment period.

3. CONSENT AGENDA (Motion):

- 3.1 Approval of the Minutes of the Regular Board Meeting on June 10, 2026.
- 3.2 Approval of the Amended Minutes of the Regular Board Meeting on May 13, 2026.

MOTION:

Moved by Director Furst, seconded by Director Palajac, approved the Consent Agenda Item 3.1 as submitted and Consent Agenda Item 3.2 as amended, by the following voice vote:

AYES:	<i>Directors Palajac, Furst, Faltings, and Chair Pierpont (4)</i>
NOES:	<i>None (0)</i>
ABSTENTIONS:	<i>None (0)</i>
ABSENT:	<i>Director Boswell (1)</i>

4. DISCUSSION AND ACTION ITEMS:

4.1 Parks, Recreation, and Trails Master Plan Working Draft Review and Feedback

The Board reviewed and provided feedback on the Draft Parks, Recreation, and Trails Master Plan (Supplemental Item 4.1).

Director Furst requested that GM Fuzie share the City of Livermore's email with comments on the Administrative Draft Parks, Recreation, and Trails Master Plan, and GM Fuzie forwarded it to the Board during the meeting.

PCM Weisgerber asked the Board to email additional edits to him by end of day on Monday, July 6, 2026.

5. COMMITTEE REPORTS:

- a) Director Palajac reported attending the June 23, 2026, Facilities Committee meeting with Chair Pierpont. The Committee received an update on the research on Avenza Map Mobile App and Thronelabs self-contained public restroom, Capital Improvement Projects, and trails. The agenda was included in the Board agenda packet.
- b) Director Boswell was absent and will report on the June 15, 2026, Alameda County Agricultural SubCommittee on Trails meeting at the next Board meeting.
- c) Director Furst will provide a report on the June 3, 2026, Chamber of Commerce Business Alliance meeting at the next Board meeting.

6. FUTURE AGENDA ITEMS/MATTERS INITIATED/ANNOUNCEMENTS BY THE DIRECTORS:

- a) Director Furst noted a supplemental public comment about safety at the new Sunken Gardens Pump Track. GM Fuzie said staff will improve signage by clarifying the rules, continuing to advise bicyclists to wear helmets, adding directional arrows, and outlining expected track conduct.
- b) Vice Chair Faltings suggested updating the contact information in the City of Livermore newsletter to include "Parks – Contact LARPD." GM Fuzie will coordinate with the City Manager's Office.

7. FUTURE AGENDA ITEMS/MATTERS INITIATED/ANNOUNCEMENTS BY THE GENERAL

MANAGER: GM Fuzie announced the promotion of Community Outreach Supervisor David Weisgerber to Planning and Communications Manager.

8. OPEN SESSION DISCLOSURE REGARDING CLOSED SESSION ITEMS 9.1 and 9.2 (Gov. Code, § 54957.7)

Chair Pierpont announced that the LARPD Board of Directors would convene a Closed Session to discuss items 9.1 and 9.2. Closed Session was convened at 6:30 p.m.

9. CLOSED SESSION

9.1 Public Employee Performance Evaluation (Gov. Code, § 54957(b))

Title: General Manager

9.2 Conference with Labor Negotiator (Gov. Code, § 54957.6)

Agency designated representative: Andrew Shen, Legal Counsel

Unrepresented employee: General Manager

10. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION (Gov. Code, § 54957.1)

The Board of Directors returned from Closed Session at 6:47 p.m.

Chair Pierpont stated that no reportable action was taken.

11. DISCUSSION AND ACTION ITEMS (cont.)

The LARPD Board of Directors will consider the following item:

11.1 Third Restated and Amended Employment Agreement between Livermore Area Recreation and Park District (LARPD) and the General Manager, Mathew L. Fuzie.

DC Shen explained that the new employment agreement provides a 2% cost-of-living adjustment for the General Manager Mathew L. Fuzie, effective July 1, 2026 (Supplemental Item 11.1).

RESOLUTION:

Moved by Director Palajac, seconded by Director Furst, adopted Resolution No. 2845, approving Third Restated and Amended Employment Agreement between LARPD and the General Manager, Mathew L. Fuzie.

AYES: Directors Palajac, Furst, Faltings, and Chair Pierpont (4)

NOES: None (0)

ABSTENTIONS: None (0)

ABSENT: Director Boswell (1)

12. ADJOURNMENT: The meeting was adjourned at 6:48 p.m.

APPROVED,



Philip Pierpont
Chair, Board of Directors

ATTEST:



Mathew L. Fuzie
General Manager and
Ex-officio Clerk to the Board of Directors

MF/Rvd

From: [Kasimir Gabert](#)
To: [Public Comment](#); publiccomment@larpd.org
Subject: Head on collisions at new Sunken Gardens Pump Track
Date: Saturday, June 20, 2026 11:28:23 AM

Hello,

My child had a head on collision with another child on the new pump track. Many of the kids, and adults, are cutting around through the pump track and going at dangerous speeds and in all directions. To avoid a serious injury, it is pertinent that directionality be established, clearly marked, and enforced. This will bring the new pump track in line with thousands of others across the U.S.

Thanks,
Kasimir Gabert



LIVERMORE AREA RECREATION AND PARK DISTRICT

Parks, Recreation, and Trails Master Plan Update



SUPPLEMENTAL ITEM 4.1
June 24, 2026

Phase 4: Administrative Draft Review

Board of Directors Meeting | Wednesday, June 24, 2026

Tonight's Objectives:



Confirm Board direction is accurately reflected



Discuss park service standards and framework decisions

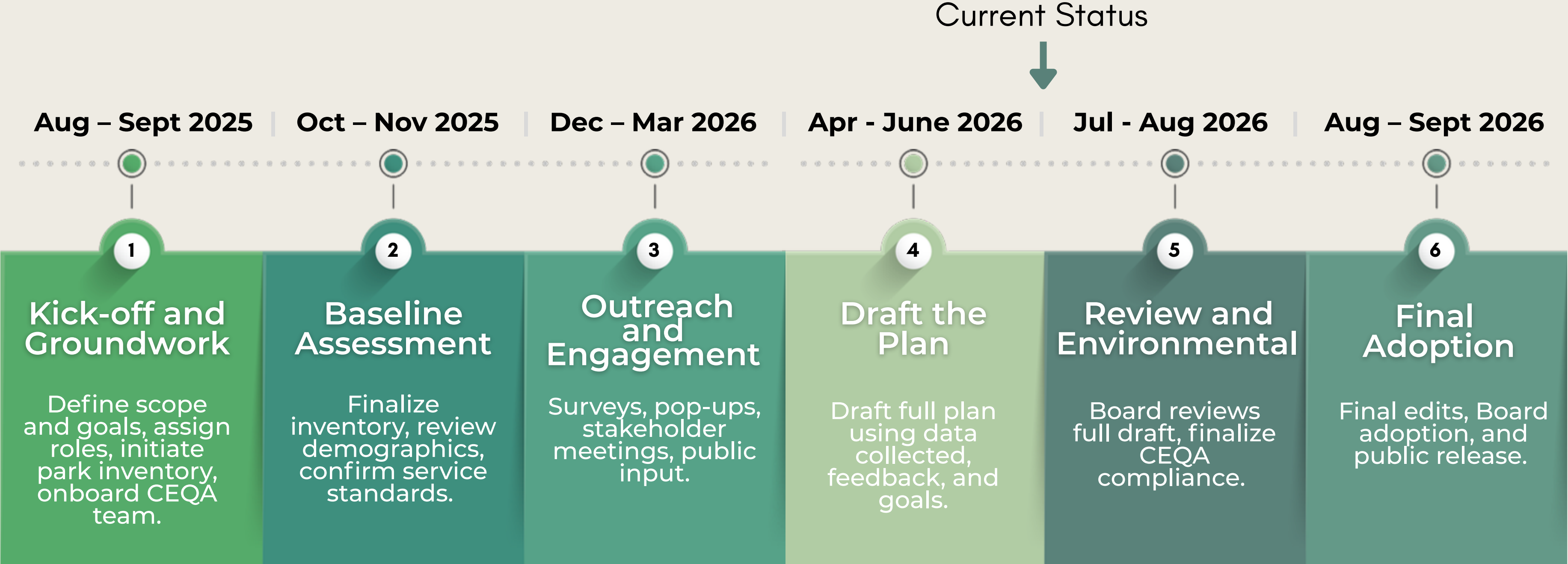


Gather feedback on organization, readability, and presentation



Identify refinements in preparation of the final draft

Project Timeline



How we got here:

System Assessment



- Park and Facility condition
- Trail condition
- Program and services
- Recreation capacity analysis
- Service standards review

How we got here:

Community Outreach and Engagement

- Stakeholder Agency Interviews (COL, EBRPD, Zone 7, Alameda County)
- Statistically Valid Community Survey (400 Responses)
- Open Survey Link (425 Responses)
- In-Person Community Outreach Events (6)
- Sports User Group Questionnaire (22 Responses)
- Partner Organization Workshop (23 Attendees)
- Internal Staff Workshop (25 Attendees)

Board policy workshops

May 4 and May 13 Policy Workshops

- LARPD role in Open space
- Trail and facility project priorities
- Lifecycle planning
- Park and facility condition standards
- Recreation-Based Arts Programming
- Project readiness framework
- Partnerships and joint use
- Cost recovery

What is included in this draft:

Working Draft Chapters:

- Executive Summary
- Introduction
- Goals and Policies
- Standards and Existing Conditions
- Recommendations

Sections still under development

Main Document

- Trail network maps
- Priority trail maps
- Final graphics
- Updated cost estimates

Apendicies

- A. Outreach and Engagement Summary
- B. Parks and Facilities Summary
- C. Programs and Services Summary
- D. 2024 Strategic Plan

Board direction in document:

Board Direction	Location in Draft
Expanded role in open space stewardship	Goal R.1, Policy R.1.2 (p. 32-33); Future Open Space Opportunities Recommendation (p. 71)
Trail connectivity and closing gaps	Planning Actions P.1-B (p. 28); Priority Trail Projects (pp. 67–69)
0% Poor Condition goal	Parks and Facility Condition Standard (pp. 56)
Lifecycle planning and asset management	Policy F.1.2 (p. 38)
Project Readiness Framework	Recommendations (p. 66)
Joint-use partnerships and regional coordination	Goal R.1 (pp. 32-33); LVJUSD Joint Use Recommendation (p. 70)
Balanced cost recovery	Goal F.2 and Policies F.2.1–F.2.4 (pp. 39)
Recreation-based arts and enrichment programming	Policy PS.1.4 (pp. 44)
Statistically valid survey every five years	Action P.1-D (p. 28)

DISCUSSION ITEM #1: LOCAL PARK SERVICE STANDARDS

Current Standard:

- Neighborhood: 2.0 acres/1000
- Community: 2.0 acres/1000
- Special Use: 2.0 acres/1000

Proposed Standard:

- Neighborhood: 1.5 acres/1000
- Community: 3.5 acres/1000
- Special Use: 1.0 acres/1000

The overall standard remains 6 acres per 1,000 residents. The proposed change redistributes acreage among classifications to better reflect the District's current and planned park system.

DISCUSSION ITEM #1:

LOCAL PARK SERVICE STANDARDS

Current Acreage:

- Neighborhood Parks: 171.27 acres (1.84 acres/1,000)
- Community Parks: 152.19 acres (1.63 acres/1,000)
- Special Use Facilities: 119.33 acres (1.28 acres/1,000)

Proposed changes:

- Neighborhood Parks: 141.87 acres (1.52 acres/1,000)
- Community Parks: 328.39 acres (3.53 acres/1,000)
- Special Use Facilities: 62.53 acres (0.67 acres/1,000)

DISCUSSION ITEM #1: LOCAL PARK SERVICE STANDARDS

Major Changes

- Bill Payne → Community
- Cayetano → Community
- Ernie Rodrigues → Community
- Independence → Community
- Max Baer → Community
- Springtown Community Park (+90 acres)

Proposed Standard:

- Future growth expected in more compact development areas
- Emphasis on walkability, trail connectivity, and access to nearby community parks
- Reclassification better reflects how these parks function today

DISCUSSION ITEM #2:

CONDITION STANDARD TERMINOLOGY



GREEN – Asset is in good working condition; only routine, scheduled maintenance is required.

YELLOW – Asset is functional but shows wear; repairs, refurbishment, or upgrades will be needed to restore optimal condition.

RED – Asset requires significant repair or replacement within the next few years based on manufacturer recommendation and field evaluation.

Current:

- Green
- Yellow
- **Red**



Proposed:

- Green
- Yellow
- **Orange**

DISCUSSION ITEM #3:

OVERALL DIRECTION AND POLICY FRAMEWORK

- Does the document accurately reflect the priorities discussed during the workshop process?
- Are there policy areas that need additional emphasis or clarification?
- Is there anything that feels inconsistent with Board direction?

ADDITIONAL SECTION: HOW PROJECTS ARE FUNDED

Reinvestment	Expansion
General Fund	AB1600
Deferred Maintenance Reserve	Grants
Lifecycle Funding	Partnerships
One-Time Revenues	Development Contributions

DISCUSSION ITEM #4: LAYOUT, GRAPHICS AND READABILITY

- Is the document easy to navigate?
- Is information presented clearly?
- Are there opportunities to improve usability?

Send any edits or suggestions by end of day on Monday, July 6

NEXT STEPS

Late Summer:

- Complete Maps
- Refine Photos/Graphics
- Complete Appendices
- Incorporate Board Feedback
- Complete Draft Environmental Review

Early Fall:

- Incorporate final edits
- Present for approval

BOARD OF DIRECTORS OF THE
LIVERMORE AREA RECREATION AND PARK DISTRICT

RESOLUTION NO. 28XX
JUNE 24, 2026

**A RESOLUTION APPROVING THE THIRD RESTATED AND AMENDED
EMPLOYMENT AGREEMENT BETWEEN THE
LIVERMORE AREA RECREATION AND PARK DISTRICT
AND GENERAL MANAGER MATHEW L. FUZIE**

WHEREAS, the District and General Manager entered into an Employment Agreement, Livermore Area Recreation and Park District, General Manager, effective August 6, 2018; and

WHEREAS, the District entered into a Restated and Amended Employment Agreement with the General Manager on September 30, 2021; and

WHEREAS, the District entered into a Second Restated and Amended Employment Agreement with the General Manager on March 27, 2024; and

WHEREAS, the Legal Counsel, acting on behalf of the District, has prepared a Third Restated and Amended Employment Agreement, with General Manager Mathew L. Fuzie, as set forth and incorporated herein in attached Exhibit "A", which supersedes the prior Employment Agreements dated August 6, 2018, September 30, 2021, and March 27, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Area Recreation and Park District, that the Chair of the Board is hereby authorized and directed to execute the Third Restated and Amended Employment Agreement attached hereto as Exhibit A with Mathew L. Fuzie for his employment by Livermore Area Recreation and Park District as its General Manager.

On motion of Director _____, seconded by Director _____ the foregoing resolution was passed and adopted on June 24, 2026, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

SUPPLEMENTAL ITEM 11.1
June 24, 2026

ATTEST:

Philip Pierpont
Chair, Board of Directors

Mathew Fuzie
General Manager and ex-officio Clerk
to the Board of Directors

Exhibit A: Third Restated and Amended Employment Agreement,
with General Manager Mathew L. Fuzie

SUPPLEMENTAL ITEM 11.1
June 24, 2026

**THIRD RESTATED AND AMENDED
EMPLOYMENT AGREEMENT
LIVERMORE AREA RECREATION AND PARK DISTRICT**

GENERAL MANAGER

This Agreement entered into and effective this 1st day of July, 2026, is made between the Livermore Area Recreation and Park District ("LARPD" or "District") and Mathew L. Fuzie, ("Employee" or "General Manager").

RECITALS

A. WHEREAS, the Livermore Area Recreation and Park District wishes to engage the services of Employee as the General Manager of the Livermore Area Recreation and Park District and to provide certain compensation and to establish certain conditions of employment of the General Manager;

B. WHEREAS, the District entered into an Employment Agreement with the General Manager on August 6, 2018;

C. WHEREAS, the District entered into a Restated and Amended Employment Agreement with the General Manager on September 30, 2021;

D. WHEREAS, as authorized by LARPD Board of Directors ("LARPD Board") Resolution No. 2806, approved at the LARPD Board's regular meeting held on March 27, 2024, the District and the General Manager entered into a Second Restated and Amended Employment Agreement which, superseded the prior Employment Agreements dated August 6, 2018, and September 30, 2021;

E. WHEREAS, as authorized by LARPD Board Resolution No. ___, approved at the LARPD Board's regular meeting held on June 25, 2026, the District and the General Manager entered into this Third Restated and Amended Employment Agreement which, as set forth in Section 7.B herein, supersedes the prior Employment Agreements between the District and General Manager;

F. WHEREAS, Employee desires to accept employment as General Manager under the terms and conditions contained in this contract; and

G. WHEREAS, in consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

1. Term. The term of this contract shall end on June 30, 2029, subject to the termination, severance, and resignation provisions and/or extension of this contract pursuant to the following paragraph. Both the District and the General Manager understand that the General Manager's employment is at the will of both parties. Thus, Employee serves at the pleasure of

the Board of Directors subject to termination, severance, and notice provisions contained in this contract. In like manner, nothing in this contract shall be deemed to interfere with the right of Employee to resign at any time subject to the resignation and notice provisions of this contract.

The term of this contract may be extended an additional two years, to June 30, 2031, if the General Manager gives written notice to the Board of Directors of his option to do so at least six months prior to the expiration of the term noted above. For the avoidance of doubt, the General Manager must give such written notice on or before December 30, 2028.

2. Duties. The District hereby employs Employee as General Manager to perform, without limitation, the proposed duties, goals, and objectives as set forth in Exhibit "A" as may be amended or as modified by the LARPD Board, attached hereto and incorporated herein by reference. The General Manager shall serve as General Manager of the District. In that capacity, he shall be accountable to the Board of Directors directly and shall assume overall responsibility for the management and operation of the District, subject, however, to all applicable laws, rules and regulations and to the policies and directions theretofore and from time to time established by the Board of Directors.

The General Manager shall, while employed by the District, not accept other employment or perform other services for compensation without first having obtained permission from the Board of Directors, which the Board may withhold in its sole discretion.

The General Manager shall not engage in any activity which is or may become a conflict of interest or which may create an incompatibility of office as defined under California law. The General Manager must annually complete financial disclosure forms as required by law.

3. Compensation and Benefits.

A. Compensation.

Effective on July 1, 2026, District agrees to pay General Manager for his services rendered hereunder as General Manager a base salary increase of two percent (2%), bringing his total current annual base salary of Two Hundred Thirty-Three Thousand Five Hundred Sixty-Two Dollars and Forty-Eight Cents (\$233,562.48) to Two Hundred Thirty-Eight Thousand Two Hundred Thirty-Three Dollars and Seventy-Three Cents (\$238,233.73), payable in installments at the same time and manner as other employees of the District. This base salary increase does not limit any further adjustments to the General Manager's compensation during fiscal year 2026-2027, made by the LARPD Board pursuant to Section 5 of this contract.

Effective on July 1, 2027, any adjustments to the General Manager's compensation shall be made pursuant to Section 5 of this contract.

B. Benefits. District has offered the General Manager the same type and level of benefits as provided to other full time management employees within the District's employ, including, but not limited to holidays, sick leave, retirement, long-term disability insurance, life insurance, medical insurance, dental insurance, and eye care/hearing program

reimbursement in accordance with the District's Personnel Rules & Regulations. If the General Manager voluntarily opts to purchase his own medical, dental and vision insurance, the District will compensate the General Manager an additional Twelve Thousand Dollars (\$12,000) above the base salary, annually after the open enrollment period. At his own discretion, should the General Manager opt for coverage under the District's policy, the General Manager will receive the base salary, without any additional payment. In addition, the General Manager shall receive the following benefits:

(1) Vacation: The General Manager shall accrue vacation at a maximum of 300 hours earned at the rate of 7.08 hours per pay period of employment.

4. Termination of Employment. The General Manager's employment hereunder may be terminated in accordance with the provisions of this section:

A. At Will Employee. General Manager serves at the pleasure of the Board of Directors and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Board to terminate the services of General Manager with or without cause. There is no express or implied promise made to General Manager for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between General Manager and LARPD.

B. Termination Not For Cause. In the exercise of its sole discretion, the District may terminate General Manager for reasons other than cause upon thirty (30) days written notice. If terminated under this provision, General Manager, upon execution of a release agreement satisfactory in form and substance to the Board, shall be entitled to a cash settlement in accordance with the terms of California Government Code sections 53260, et seq. that shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of this Agreement or the monthly salary of the Employee multiplied by six (6) months whichever is less. If terminated under this provision, General Manager shall have no obligation to perform further services for the District and shall be free to accept other employment of his choice at any time without diminution of the foregoing salary continuation. Payment of this severance cash settlement shall constitute the District's sole obligation to General Manager under this Agreement.

C. Termination For Cause, or In The Event of Death. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall terminate upon the death of the General Manager or in the event the General Manager is terminated by the Board of Directors for "cause" as defined below. In the event of such termination for cause, the District shall be under no obligation to the General Manager under this Agreement except for prorated salary and benefits due and unpaid to the date of termination. "Cause" for termination of employment shall include, by way of illustration and not limitation, any of the following acts or conditions on the part of the General Manager:

(1) As provided in section 2924 of the California Labor Code, as the same shall be amended or replaced from time to time (willful breach, etc.); or

(2) Persistent disregard of duties (including without limitation, failure to perform duties), and failure to correct such disregard within thirty (30) days after written notice thereof; or

(3) Failure of good behavior either during or after duty hours which is of such a nature that it causes discredit to the District.

(4) Conviction of a felony or entry of a plea of *nolo contendere* to a felony offense; or

(5) Conviction of, or entry of a plea of *nolo contendere* to any crime involving moral turpitude or dishonesty.

(6) Breach of this contract.

(7) The disability of Employee, as defined in this Contract.

(8) If the Employee materially breaches this Contract, is insubordinate or is grossly negligent in performing his duties pursuant to this Contract.

(9) If the Employee violates any policies of Employer that cause a substantial loss or damage or injury to Employer's property or employees.

(10) If Employee habitually fails to report to work.

(11) If Employee commits actions of fraud, embezzlement, bribery, or other similar serious acts in connection with Employee's employment with Employer.

D. Disability Termination. If Employee shall, for whatever reason, become incapable of performing any of the essential functions of Employee's position, even with reasonable accommodation by Employer, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. As the General Manager position requires Employee to devote a great deal of time both during and outside of normal office hours to the business of Employer, Employee recognizes that granting a leave longer than the time period stated in this section may constitute an undue hardship on Employer. In accordance with applicable law, any request for leave that does constitute an undue hardship shall be grounds for termination of this Contract.

E. Resignation by General Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to resign at any time from his position with LARPD. The General Manager may terminate the Agreement by submitting written notice of his resignation to the District and shall give the District not less than sixty (60) days written notice of his intention to resign. If General Manager resigns his

employment with LARPD, he shall not be entitled to any severance pay. General Manager shall be paid for all accrued vacation to the effective date of the termination.

5. Annual Performance Review. The Board of Directors shall annually review the performance of the General Manager. As part of the General Manager's annual evaluation, the Board shall also review and set the level of compensation and benefits payable to the General Manager and establish new goals and objectives as appropriate. The Chair of the Board of Directors may delegate to an ad hoc committee consisting of two board members and the General Manager the authority to create measurable performance goals and objectives for the General Manager, which may be revised or amended from time to time.

6. Professional Growth and Standing. The District encourages the continuing professional growth of the General Manager through his participation in such activities as:

A. Conferences, programs, and other activities conducted by or sponsored by local, state, and national park and recreation associations;

B. Seminars and courses offered by public or private educational institutions relating to parks and recreation;

C. Informational meetings with other persons whose particular skills or backgrounds serve to improve the capacity of the General Manager to perform his professional responsibilities for the District; and

D. Subscription to and reading of appropriate park and recreation related bulletins, and periodicals.

The District agrees, subject to the General Manager annually submitting for Board approval a calendar of and budget of events to be attended, to pay the General Manager's membership, travel, subsistence, and other expenses associated with participation and membership in such organizations and activities. These activities shall be coordinated with the Board of Directors and reimbursed in accordance with applicable District policies and rules and regulations.

7. General Provisions.

A. Law Governing Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of California.

B. Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or in writing, between the District and the General Manager with respect to the General Manager's employment hereunder. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by the Board of Directors and reduced to a fully executed written document in writing.

C. Attorney's Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs, in addition to any other relief.

D. Notices. Any notices given pursuant to the terms of this contract shall be given by certified, registered mail, return receipt requested, addressed as follows:

(i) DISTRICT:

Board of Directors
Livermore Area Recreation and Park District
4444 East Ave.
Livermore, CA 94550

(ii) GENERAL MANAGER:

Mathew L. Fuzie
6932 Arrowwood Drive
Riverbank, CA 95367

(iii) COPY TO:

Andrew Shen
LARPD General Counsel
Renne Public Law Group
350 Sansome St., Suite 300
San Francisco, CA 94104

All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been given at the time of delivery if given in person or within twenty-four (24) hours after being sent by certified mail, postage prepaid, return receipt requested and addressed as indicated above or at the latest address in the District's employment records or at any other address which either party shall give written notice of pursuant to this section.

E. Waiver. No waiver by either party hereto with respect to performance of any other provisions of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

F. Assignment. This Agreement is not assignable by the District or the General Manager.

G. Severability. In the event that any provision of this Agreement has finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the District has caused this Agreement to be signed and executed on its behalf by the Chair of the Board of Directors. It has also been executed by the General Manager on the date first above written.

LIVERMORE AREA RECREATION AND PARK DISTRICT

By: _____
Philip Pierpont, Chair of the Board

GENERAL MANAGER

By: _____
Mathew L. Fuzie, General Manager

APPROVED AS TO FORM:

Andrew Shen, District Legal Counsel

GENERAL MANAGER



SUMMARY

Under policy direction, plans, organizes, and provides administrative direction, oversight, and leadership to all District departments; plans and executes the long-term vision for the District in collaboration with the Board of Directors and District managers; ensures the provision of quality services to community residents; serves as the *ex-officio* Clerk of the Board of Directors; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Board of Directors. Exercises supervision over all District staff through subordinate levels of management.

DISTINGUISHING CHARACTERISTICS

The General Manager serves as the Chief Executive Officer of the District, accountable to the Board of Directors and responsible for all District fiscal, human resources, and operational services and activities. Major areas of accountability are short- and long-term planning, policy development and administration, and enforcing all District rules and regulations. Successful performance of the work requires knowledge of public policy, including the role of an elected Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

1. Plans, organizes, and administers operations of the District, either directly or through subordinate management and supervisory staff; coordinates and evaluates the work of the District in accordance with applicable laws, ordinances, and regulations, and adopted policies and objectives of the Board of Directors.
2. Implements directives and policies from the Board of Directors; provides guidance and direction to department managers to design and implement programs and projects; develops administrative policies, procedures, and work standards to ensure that District goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
3. Advises the Board of Directors on issues, programs, and financial status; prepares and recommends short- and long-term plans for District service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future District needs. Ensures that the Board of Directors is kept informed of District functions, activities, and financial status, and of legal, social, and economic issues affecting District activities.
4. Oversees the preparation of the annual capital improvement and operating budgets for the District; prepares the annual proposed budget for Board consideration; administers the budget, ensuring proper expenditure of allocated funds and generation of budgeted revenues.
5. Serves as the *ex-officio* Clerk of the Board of Directors; supervises the preparation of Board agendas, minutes, reports, and other records; ensures that all documents for the Board and Committee meetings are produced accurately, and in a timely manner, to facilitate Board decision making; directs the management of District records and coordinates requests for public records.

6. Serves as the District's *ex-officio* Personnel Officer; directs the recruitment, selection, training, assignment, supervision, discipline, and enforcement of the District's personnel rules, regulations, policies, and procedures.
7. Plans, develops, and directs the implementation of public information and community outreach programs to market the District's services; acts as the District's spokesperson with the media.
8. Directs and oversees all District contracted services and procurement commitments; negotiates contract services; prepares contracts and agreements; enforces contract provisions.
9. Plans, organizes, and directs the work of staff in acquiring, developing, maintaining, promoting, and protecting park and recreation facilities.
10. Through periodic surveys, develops long-range master plans to provide services relevant to the community; directs the development of comprehensive recreation programs which serve a diverse population; submits recommendations to the Board of Directors and implements decisions.
11. Represents the District and the Board of Directors in meetings, makes presentations and speaks to governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
12. Monitors changes in laws, regulations, and technology that may affect District operations; implements policy and procedural changes as required.
13. Responds to difficult and sensitive public inquiries and complaints; works with management for effective resolution of same.
14. Assists with District special events as needed.
15. Performs other duties as assigned.

PHYSICAL DEMANDS

Must possess: mobility to work in a standard office setting and use standard office equipment, including a computer, and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity needed to access, enter, and retrieve data using a computer keyboard, calculator, and to operate standard office equipment. Occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Ability to lift, carry, push, and pull materials and objects up to 40 pounds or heavier weights with assistance and/or the use of proper equipment.

ENVIRONMENTAL ELEMENTS

Incumbents typically work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Incumbents will interact with individuals in interpreting and enforcing rules, policies, and procedures.

WORKING CONDITIONS

Incumbents may be assigned an irregular work schedule, including weekends, early mornings, evenings, and holidays.

PRE-EMPLOYMENT CONDITIONS

- Department of Justice fingerprint clearance.
- Medical exam and drug testing clearance.

CLASSIFICATION DETAILS/HISTORY

Date Adopted: 6/14/17

Job Code: 1001L

FLSA Status: Exempt

Supersedes: General Manager dated 3/88