

# BEFORE THE BOARD OF SUPERVISORS SITTING AS THE TULARE PUBLIC CEMETERY DISTRICT

IN THE MATTER OF Appointment of )  
 Tulare Public Cemetery District Manager ) Resolution No. TPC 2026-012  
 ) Agreement No. TPC-05  
 )  
 )

UPON MOTION OF TRUSTEE VALERO, SECONDED BY TRUSTEE SHUKLIAN,  
 THE FOLLOWING WAS ADOPTED BY THE BOARD OF TRUSTEES, AT AN OFFICIAL  
 MEETING HELD MARCH 24, 2026, BY THE FOLLOWING VOTE:

AYES: TRUSTEES MICARI, VANDER POEL, SHUKLIAN, VALERO AND  
 TOWNSEND  
 NOES: NONE  
 ABSTAIN: NONE  
 ABSENT: NONE



ATTEST: MELINDA BENTON  
 CHIEF CLERK/  
 CLERK, BOARD OF TRUSTEES

BY: Melinda Benton  
 Chief Clerk

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1. Appointed Trilby Barton as Tulare Public Cemetery District Manager effective April 1, 2026.
2. Approved the District Manager Contract with Trilby Barton for the position of Tulare Public Cemetery District Manager in the amount of \$61,750 annually, effective April 1, 2026, through March 31, 2031.
3. Terminated Agreement TPC-03 with Trilby Barton for consulting services, effective March 31, 2026.
4. Terminated the interim appointment of the Tulare County Administrative Officer as acting District manager, and the authority to delegate responsibilities, effective March 31, 2026.

## DISTRICT MANAGER EMPLOYMENT AGREEMENT

This District Manager Employment Agreement (this "Agreement") is between the Tulare Public Cemetery District (the "District") and Trilby Barton (the "Employee"). It is effective as of April 1, 2026.

This Agreement is entered into on the basis of the following facts, among others:

- A. The District is a Public Cemetery District organized under the laws of California, Health and Safety Code Section 9010 et seq;
- B. The District currently contracts with Employee as its Consultant;
- C. The District, through its Board of Trustees (the "Board"), desires to provide Employee with continued employment as a District Manager, and Employee desires to accept this appointment; and
- D. The District and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING RECITALS WHICH ARE TRUE AND CORRECT AND HEREBY INCORPORATED INTO THE TERMS OF THIS AGREEMENT, THE DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

1. **Employee Appointed.** The District appoints and employs Employee as District Manager, and Employee accepts the appointment and employment effective March 30, 2026.
2. **Term of Agreement.** This Agreement will be in effect for a term of FIVE (5) YEARS, from April 1, 2026 until March 31, 2031, unless otherwise terminated by the one or both of the Parties in the manner described in Paragraph 10.
3. **Duties of Employee.** Employee shall perform the duties established for the District Manager by applicable State and local law, the District Manager job description as it may be periodically amended, a current copy of which is attached hereto as Exhibit "A", the directions of the Board, or as otherwise provided by law, ordinance, or regulation.
  - a. Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the District. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the District's business and affairs.
  - b. No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties.
  - c. Outside Activities. Employee may engage in other non-District connected business and employment for which compensation is paid without express prior consent of the Board so long as Employee's outside activities do not interfere with nor

diminish Employee's ability to fulfill the duties and responsibilities of District Manager, including the obligation to work an average of at least 26 hours a week on District business.

4. **Hours of Work.** Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the District Manager position. Employee is expected to be available no less than an average of 26 hours per week. The expectation is that Employee maintain a regular presence in the District's office and attend appropriate functions and promote the services of the District.
5. **At Will.** This is an at-will position, subject to termination at any time by either party for any reason. This Agreement will continue until terminated by either party in accordance with Section 10.
6. **Performance Evaluation.** The Board will conduct regular periodic performance reviews of Employee's work performance. Employee's performance evaluation shall be conducted by the Board within sixty calendar days prior to the end of every fiscal year.
7. **Compensation.**
  - a. Employee shall receive the base annual salary of SIXTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS and zero cents (\$61,750.00), which equates to a semi-monthly salary of TWO THOUSAND FIVE HUNDRED SEVENTY-TWO and 92/100 cents (\$2,572.92) payable on a pro-rata basis in the same manner as full-time District employees, and subject to all applicable payroll taxes and withholdings and other District policies and procedures. The Employee is not entitled to overtime pay as the position is considered exempt.
  - b. Salary Adjustments. In connection with Employee's annual performance evaluations, the Board can decide, in its sole discretion, whether to award Employee any increase in compensation. In addition, the Board has discretion to award Employee increases in compensation at other times deemed appropriate by the Board. Employee is not guaranteed any compensation increase, even with a positive evaluation or even if other District employees are provided an increase.
8. **Benefits.** Employee is considered an exempt, part-time employee and is therefore not eligible for the regular health insurance and welfare benefits provided by the District to its full-time staff as described in the District's employee handbook. Any benefits offered that differ to those benefits listed in the employee handbook shall be made part of the Agreement via an amendment approved by the Board at a regular session.
9. **Retirement, Leave and Other Benefits.** In addition to the benefits specified in paragraph 7, Employee shall receive the following benefits.
  - a. Retirement. Notwithstanding what is stated in the District's employee handbook, Employee will be allowed participate in CalPERS as a part-time employee.
  - b. Sick Leave. Employee will be entitled to sick leave as described in the employee handbook.

- c. Employee shall be reimbursed for all normal and reasonable work-related expenses (including for work-related travel outside of a normal commute) pursuant to existing District policy.
  - d. No Personal Time Off (PTO); Holidays. Employee is considered part-time and shall not accrue PTO or be paid for time off during a holiday.
10. **Termination of Employment At-Will Employment / No Property Interest.** Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as District Manager. Employee understands and agrees that Employee works at the will and pleasure of the Board, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a simple majority vote of its members. Termination can occur in the following ways:
- a. By Employee - The District requests that Employee voluntarily provide thirty (30) days' written notice, unless the parties otherwise agree.
  - b. By the District - Without Cause: The District may terminate the Employee without cause at any time. It is understood and agreed that the Employee serves at the pleasure of the Board of Trustees and that their employment may be terminated at any time, with or without notice, and with or without cause, and that no reason need be given for such termination. In the event that Employee is terminated without cause, she will be paid severance compensation as described in paragraph 10(d), as well as her salary, prorated for the actual hours worked for that pay period, no later than the first regularly scheduled payday following the Employee's separation date.
  - c. By the District - With Cause: If the District terminates the Employee for cause, the District shall pay Employee for her salary, prorated for the actual hours worked for that pay period, no later than the first regularly scheduled payday following the Employee's separation date.
    - i. Cause Defined: For purposes of this Agreement, "cause" includes any willful breach of duty by Employee in the course of her employment, gross mismanagement, habitual neglect of duties, bribery, perjury, embezzlement, fraud, or conviction of a felony or a crime involving moral turpitude. In the event the Board determines that "cause" exists, it must provide the Employee with written notice explaining the "cause".
    - ii. Challenge to Cause: In the event Employee disagrees with the Board's determination of cause, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause." If the court determines there was not substantial evidence, Employee shall receive reasonable attorney's fees.
  - d. Severance Compensation: In the event that Employee is terminated without cause, District agrees to pay Employee a lump sum payment in an amount equal to THREE

(3) MONTHS pay. Severance compensation is not available if Employee voluntarily separates from the District or is terminated with cause.

**11. Payment of Expenses of Employment.** The District shall pay the following usual and customary employment expenses.

- a. The cost of any fidelity or other bonds required by law for the District.
- b. The cost to defend and indemnify Employee in accordance with the California Government Claims Act (Government Code §810 et seq.).
- c. Costs associated with necessary or convenient training, licenses, industry related memberships, advanced education, conferences, or other industry related programs, as approved by the Board, of the Employee and having the Employee attend cemetery district or related conferences including all travel related costs.

**12. Miscellaneous.**

- a. Notices. Notices given under this Agreement shall be in writing and shall be:
  - i. served personally; or
  - ii. delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or
  - iii. Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

To the District:

Tulare Public Cemetery District Attn: Board President  
900 East Kern Avenue Tulare, CA 93274  
(559) 686-5544

To EMPLOYEE:

Trilby Barton  
PO Box 448  
Visalia, CA 93274

- b. Compliance with Government Code §§53243, 53243.1. & 53243.2. If Employee is convicted of a crime involving an abuse of Employee's office or position, all of the following shall apply:

- i. if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the District for such amounts paid;
- ii. if the District pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse the District such amounts paid; and
- iii. if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the District shall be fully reimbursed to the District or void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- c. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.
- d. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

- e. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

- f. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.
- g. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.
- h. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and the District agree that venue for any dispute shall be in Tulare County, California.
- i. Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.
- j. No Assignment. Employee may not assign this Agreement in whole or in part.

IN WITNESS WHEREOF, the Parties have executed this District Manager Employment Agreement as of the day and year first above written.

**TULARE PUBLIC CEMETERY DISTRICT**

**EMPLOYEE**

By   
Pete Vander Poel, Chair, Board of Trustees

  
Trilby Barton