

## Pleasant Hill Recreation and Park District

### Amended and Restated Employment Agreement—General Manager

Effective August 29, 2016, the Pleasant Hill Recreation & Park District (“District”) and Michelle Lacy (“Employee”) ( collectively “Parties”) entered into an employment agreement, which was subsequently amended five (5) times. Effective September 1, 2023 (“Effective Date”) the Parties enter into this amended and restated employment agreement (“Agreement”), which is intended to supersede the August 29, 2016 agreement, as amended.

#### 1. Term of Employment

- A. Subject to the conditions set forth in this Agreement, Employee shall continue to serve in the position of General Manager through August 28, 2030 (“Term”).
- B. The Term may be extended at any time prior to the expiration of this Agreement by the mutual consent of the District and the Employee. Such consent must be evidenced by a written amendment hereto signed by the District and Employee.

#### 2. Duties and Responsibilities

- A. The District retains Employee to perform the duties of the General Manager as set forth in the District’s Policy Handbook, the Employee Job Description, which is attached hereto as Attachment A and incorporated herein by reference, and any other duties as may be required by the Board of Directors which are not inconsistent with the provisions of this Agreement or the law.
- B. Employee shall be subject to all District rules, regulations and policies specifically applicable to employees and management and to any subsequently adopted rules, regulations and policies which do not conflict with this Agreement or the law.
- C. Employee shall, subject to the direction and control of the District Board of Directors, exercise administrative supervision over the District and its employees so that the statutory and other legal duties of the District are fully satisfied.
- D. Employee shall serve the District diligently and to the best of her abilities in all respects and shall always act in the District’s best interest in fulfilling its legal responsibilities as a California Independent Special District and a Recreation and Park District.

- E. Employee agrees to remain in the exclusive employment of the District during the terms of this Agreement. Any outside employment or any activity that may be in conflict with Employee's duties under the Agreement shall be approved in advance by the District's Board of Directors.

### 3. Salary & Bonuses

- A. As of the Effective Date, the District pays the Employee an annual salary of two hundred twenty-seven thousand, six hundred ninety-nine dollars (\$227,699).
- B. Employee's salary will not be automatically adjusted as part of any future cost-of-living adjustments that may be approved for other District employees.
- C. Any future adjustment(s) in salary and/or bonus(es) for Employee to reflect performance, cost-of-living, and/or any other factor, will be at the sole discretion of the District Board of Directors following the annual performance evaluation or at such other time as determined by the Board of Directors.
- D. The District Board shall conduct an annual performance evaluation of Employee, which shall be completed by September 30 of each year.
- E. In recognition of Employee's exceptional performance in the execution of this Agreement, Employee will receive a bonus of \$5,000, which will be contributed on or about the Effective Date of this Agreement to her 457(b) retirement account, which is provided by the District through a contract with VALIC (AIG Retirement Services). This and any other future bonus will be provided as a lump sum payment and will not be added to Employee's salary.

### 4. Benefits

In addition to Employee's salary, Employee shall receive the following benefits:

- A. Group Insurance: Employee shall be entitled to medical, dental, disability, life insurance and other benefits afforded to full-time employees of the District as of the effective date of this Agreement, except as specifically modified by the District Board of Directors.
- B. Retirement: The District contracts with the California Public Employees Retirement System ("PERS") for Employee's retirement benefits. Employee, as required by PERS rules, shall be responsible for payment of seven percent (7%) of her retirement costs, or such other amount as determined by PERS or State law.

- C. Automobile Allowance: Effective September 1, 2023, the District shall provide Employee a monthly automobile allowance of Six Hundred Dollars (\$600) for the use of her personal vehicle while on District business. Employee agrees to pay all costs of ownership, insurance, maintenance and all other costs related to the vehicle. Employee shall not be entitled to mileage reimbursement for travel. Employee shall maintain at her own expense an automobile general liability and property damage insurance policy with limits of at least \$300,000 for personal injury and \$100,000 for property damage. Employee shall submit a certificate of insurance evidencing such coverage to the District prior to receipt of the automobile allowance.
- D. Business Expenses: Employee shall be reimbursed for all District-related business expenses, subject to such rules, regulations and policies as the District may establish and amend from time to time.
- E. Vacation, Holidays and Sick Leave: Employee shall be entitled to sick leave, holidays, and vacation as set forth in current District policies, rules and regulations and as they may be amended, except as otherwise provided herein. Employee shall be entitled to 200 hours of vacation per year.

## 5. Termination and Severance

The following provisions shall apply to termination of Employee by the District:

- A. Employee is an at-will employee and the District shall have the right to terminate this Agreement at any time. Termination shall require a three-fifths (3/5) vote of the District Board of Directors and, except as set forth in Section 5(D), a thirty (30) day written notice to the Employee.
- B. In the event that the District terminates this Agreement as provided in Section 5(A) above, the District shall, subject to the limitations stated herein, pay Employee an amount of severance pay based on the number of months remaining in the Term on the date of termination times Employee's monthly salary, but not to exceed six (6) months. Such amount may be paid in either in a lump sum or in monthly installments as determined by the Board of Directors. Employee shall also be paid for accrued, but unused, vacation. Such payments will release the District from any further obligation under this Agreement or State or Federal law related to Employee's employment with the District. Employee shall be entitled to continued health insurance benefits in accordance with applicable law at Employee's expense.
- C. Employee shall not be entitled to, nor receive from the District, any severance pay if Employee has engaged in fraud, misappropriation of funds or other illegal fiscal practices. Employee shall reimburse the District for the amount of any severance

pay received if Employee is convicted of a crime involving an abuse of office or position.

- D. In the event that Employee is convicted of any criminal act, partakes in activities involving moral turpitude, materially breaches this Agreement or is materially unable to perform the terms of this Agreement, the District may immediately terminate this Agreement without obligation to pay any future salary payments or severance pay to Employee.
- E. This Agreement is intended to implement the requirements of Government Code Sections 53243 et. seq and 53260, and shall be interpreted consistent therewith.
- F. It is also understood and agreed that, except as provided in Section 5(D), Employee shall not be removed during the ninety (90) day period following any District Board of Directors election during the Term, except upon four-fifths (4/5) vote of the Board of Directors.

**6. Resignation**

The following provisions shall apply to a resignation by Employee:

- A. In the event that Employee voluntarily resigns from the position of General Manager, Employee agrees to provide the District with a minimum of thirty (30) days written notice. Employee shall not be entitled to any salary or benefits after the actual date of resignation, nor shall Employee be entitled to severance pay as provided in Section 5(B) above.
- B. Employee shall be entitled to continued health insurance benefits in accordance with applicable law at Employee's expense.
- C. During the period from Employee's stated intent to resign and actual leaving, Employee shall continue to faithfully and competently perform the duties of General Manager as set forth in this Agreement.

**7. Amendment**

This Agreement may be amended from time to time by mutual agreement of the District and Employee, provided that no such amendment shall be effective nor have any force or effect unless expressed in writing, duly authorized and executed by both parties hereto.

8. **Arbitration of Disputes, Costs**

- A. Any controversy between the District and Employee involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, upon the written request of either party, served on the other, be submitted to binding arbitration. Arbitration shall comply with and be governed by the provisions of California Code of Civil Procedure Section 1280, et seq.
- B. The District and Employee shall mutually agree upon the neutral arbitrator to hear and determine the dispute. If the District and the Employee cannot so agree, either party may petition the court to appoint an arbitrator.
- C. The cost of arbitration shall be borne by the losing party or in such proportions as the arbitrator decides. Each party shall be responsible for its own attorney's and expert fees.

9. **Notices**

Any notices required by this Agreement shall be either given in person or by first class mail with the postage prepaid and addressed as follows:

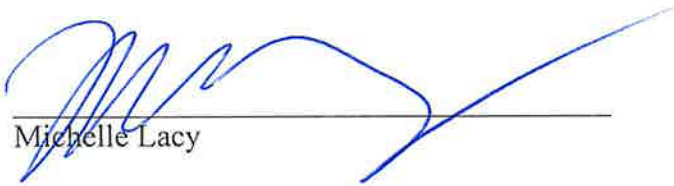
To District:                      Chairperson  
                                         Pleasant Hill Recreation & Park District  
                                         147 Gregory Lane  
                                         Pleasant Hill, CA 94523

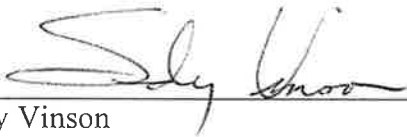
To Employee:                   Michelle Lacy  
                                         (Address to be provided)

10. **Entire Agreement**

This Agreement sets forth the entire agreement between the District and Employee and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. No verbal agreement or conversation between the parties or their agents shall affect or modify any of the terms or conditions of the Agreement.

IN WITNESS WHEREOF, the District, by its authorized representative, and Employee have executed this Agreement as of the Effective Date indicated above.

  
\_\_\_\_\_  
Michelle Lacy



Sandy Vinson  
Chairperson  
District Board

Attachment A: Job Description

1735137.1

Retro Car Allowance 9/1 → 1/1

5 x \$200 ~~\$1,000~~  
Paid 2/15/24  
(8)





PO Box 2358  
Bloomington IL 61702-2358

DECLARATIONS PAGE

NAMED INSURED  
AT2 002546 0058 05-3BA4-3 A A  
LACY, MICHELLE  
1210 THAMES DR  
CONCORD CA 94518-3939

POLICY NUMBER 482 8814-C22-05A  
POLICY PERIOD JAN 17 2024 to MAR 22 2024  
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER  
1174762702

AGENT  
MATTHEW RINN  
140 GREGORY LN STE 245  
PLEASANT HILL, CA 94523-3357

PHONE: (925)671-0222

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

| YEAR | MAKE | MODEL  | BODY STYLE | VEHICLE ID. NUMBER | CLASS    |
|------|------|--------|------------|--------------------|----------|
| 2021 | GMC  | ACADIA | SPORT WG   | 1GKKNLLS6MZ172130  | 600H2V1L |

| SYMBOLS                                       | COVERAGE & LIMITS                                | PREMIUMS                     |
|-----------------------------------------------|--------------------------------------------------|------------------------------|
| A                                             | Liability Coverage                               | \$126.49                     |
|                                               | Bodily Injury Limits                             |                              |
|                                               | Each Person, Each Accident                       |                              |
|                                               | \$500,000 \$500,000                              |                              |
|                                               | Property Damage Limit                            |                              |
|                                               | Each Accident                                    |                              |
|                                               | \$100,000                                        |                              |
| C                                             | Medical Payments Coverage                        | \$7.36                       |
|                                               | Limit - Each Person                              |                              |
|                                               | \$2,000                                          |                              |
| D                                             | Comprehensive Coverage - \$500 Deductible        | \$41.05                      |
| G                                             | Collision Coverage - \$500 Deductible            | \$184.74                     |
| R1                                            | Car Rental and Travel Expenses Coverage          | \$6.10                       |
|                                               | Limit - Car Rental Expense                       |                              |
|                                               | Each Day, Each Loss                              |                              |
|                                               | 80% \$1,000                                      |                              |
| U                                             | Uninsured Motor Vehicle Coverage                 | \$38.66                      |
|                                               | Bodily Injury Limits                             |                              |
|                                               | Each Person, Each Accident                       |                              |
|                                               | \$250,000 \$500,000                              |                              |
| U1                                            | Uninsured Motor Vehicle Property Damage Coverage | \$2.26                       |
| Total premium for JAN 17 2024 to MAR 22 2024. |                                                  | \$406.66 This is not a bill. |

IMPORTANT MESSAGES

IMPORTANT NOTICE

For your protection California law requires the following to appear with this policy: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Replaced policy number 4828814-05.

Your total renewal premium for SEP 22 2023 to MAR 22 2024 is \$1,126.48.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.  
6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.  
6128AC AMENDATORY ENDORSEMENT -EXPIRES MAR 22 2024.  
6129J AMENDATORY ENDORSEMENT -EFF MAR 22 2024.

Agent: MATTHEW RINN  
Telephone: (925)671-0222  
Prepared JAN 19 2024 3BA4-A80

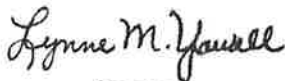
See Reverse Side

This policy is issued by State Farm Mutual Automobile Insurance Company.

### MUTUAL CONDITIONS

- 1. Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
- 2. No Contingent Liability.** This policy is non-assessable.
- 3. Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

#### IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service  
PO Box 2320  
Bloomington IL 61702  
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013  
Phone # 1-800-927-HELP (4357) or visit [www.insurance.ca.gov/01-consumers](http://www.insurance.ca.gov/01-consumers)

#### NOTICE

We are required to furnish you with the following information:

1. An automobile liability insurance company may cancel a policy before the end of the current policy period for reasons described in the provision titled **Cancellation** which is located in the **General Terms** section of your policy (refer to the Contents in the beginning of your policy for the page number).
2. An automobile liability insurance company may increase the premium or refuse to renew the policy for any of the following reasons:
  - a. Accident involvement by an insured, and whether an insured is at fault in the accident.
  - b. A change in, or an addition of, an insured vehicle.
  - c. A change in, or addition of, an insured under the policy.
  - d. A change in the location of garaging of an insured vehicle.
  - e. A change in the use of the insured vehicle.
  - f. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
  - g. The payment made by an insurer due to a claim filed by an insured or a third party.

An automobile liability insurance company may increase the premium or refuse to renew the policy for reasons that are not listed above but which are lawful and not unfairly discriminatory.