**AMBROSE RECREATION AND PARK DISTRICT**

**EMPLOYMENT AGREEMENT**

**FOR GENERAL MANAGER**

**THIS AGREEMENT** is made this 1st day of July, 2024 by and between the **AMBROSE RECREATION AND PARK DISTRICT** (hereinafter referred to as “District") and **LORI CHALIFOUX** (hereinafter referred to as "CHALIFOUX").

**RECITALS**

District desires to hire an individual with experience in parks and recreation management experience to perform managerial and administrative duties as its General Manager;

Chalifoux represents he possesses the experience and capability required to successfully conduct the desired management for the District; and

Chalifoux agrees to perform the duties of General Manager for the Districton the terms and in the manner set forth herein.

**NOW, THEREFORE**, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **EMPLOYMENT AS GENERAL MANAGER**

Chalifoux is hereby designated as the General Manager for the District.Chalifoux shall perform his duties subject to the direction and control of the District's Board of Directors, and will report to the District's Board of Directors as provided in Section 3.b (2)-(4) and 3.c.

1. **OUALIFICATIONS OF GENERAL MANAGER**

Chalifoux expressly represented that he has experience in similar public management positions as described in his resume and acknowledges the District materially relied on these representations in deciding to hire him. Chalifoux previously served as the District’s Recreation Specialist for the period of December 1, 2019 and is currently in that position.

**3**. **DUTIES OF GENERAL MANAGER**

a. Services to be furnished:

Chalifoux shall provide all specified services as General Manager in conformity with the requirements of Article Il of the Bylaws of the District, Chapter 14 of the DistrictPersonnel Policies and any and all other provisions of the District Bylaws, Personnel Policies and Policy Manual setting forth the duties and responsibilities of the General Manager. Such services will be during the days and times and at location(s) as mutually agreed upon between the District and Long. A workspace will be provided for Chalifoux to use at the District's offices and the District shall provide to Chalifoux those supplies to be used in performance of his managerial and administrative duties.

b. Laws/Rules to be observed:

Chalifoux shall:

1. Keep herself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees pertaining to (a) those persons engaged or employed by the District, (b) any materials used in Chalifoux's performance under this Agreement, or (c) the conduct of the services under this Agreement;
2. Take all reasonable steps to ensure he and the District's employees observe and comply with all laws, ordinances, regulations, orders and decrees mentioned above;
3. Immediately report to the District's Board of Directors in writing any discrepancy or inconsistency he discovers in the laws, ordinances, regulations, orders and decrees mentioned above in relation to the performance of this Agreement or any related operations or services;
4. Work within the scope of General Manager job description as described above and as may be further set by the Board; and
5. Participate in professional organizations and activities as discussed below in Section 5.b.vi.

c. Reporting:

Chalifoux shall keep the Board fully and currently informed at scheduled Board meetings of the business and activities of the District and shall present policy issues and make recommendations on same to the Board for decision. For communication outside scheduled Board meetings involving daily operations, Chalifoux shall report to the Board Chair and keep him/her fully informed of District business on an as needed basis. Chalifoux shall endeavor to be accessible to all Board Members and District employees as his duties reasonably permit.

d. Evaluation:

The Board of Directors shall annually review Chalifoux's performance as General Manager, including the working relationship between Chalifoux and it.

The Board of Directors shall provide Chalifoux with an annual written performance review of each year of the contract.

If the Board deems Chalifoux's performance unsatisfactory in any respect, the written report shall describe the unsatisfactory performance in reasonable detail. The report shall include recommendations for improvement in all instances where the Board deems performance to be unsatisfactory.

1. **TERM**

Long shall serve as General Manager for a period of three (3) years commencing on July 1,2024 and ending on June 30, 2027 (the "Term").

At least three (3) months prior to the expiration of the Term, each party shall endeavor to provide the other party with its written notice of intention to negotiate a new employment agreement, amend the existing Agreement, or end the employment relationship at the Term's conclusion. However, noncompliance with this three (3) month notice provision shall not be construed to extend the term of this Agreement beyond the date first set forth in this Section or to otherwise modify any term of this Agreement. The Term may be extended at any time by the mutual written agreement of District and Chalifoux.

1. **COMPENSATION**

a. Salary:

District agrees to pay Chalifoux for his services as General Manager at an annual rate of $ 121,000.00 (One hundred twenty one thousand dollars and zero cents). The rate established by this Agreementshall be considered base salary and shall be payable in installments at the same time as other employees of District are paid, and subject to customary withholdings.

District will additionally contribute $50.00 per month for Chalifoux to its deferred compensation plan, beginning with the first pay period after the Term begins.

District may, in its sole and absolute discretion, adjust the General Manager’s salary each year of this Agreement.

1. Other Benefits:

1) Health and Welfare Benefits

Chalifoux and eligible dependents will receive the same health insurance, dental insurance, disability insurance, life insurance, and other insurance plan participation benefits as generally provided by District to its employees.

2) Car Allowance

Districtshall reimburse Chalifoux for her actual and necessary expenses incurred within the scope of his employment, subject to the reimbursement policies and practices applicable to all employees. Chalifoux shall receive $200 per month car allowance in lieu of mileage or other related reimbursement for use of his personal vehicle during district business. In light of the car allowance, Chalifoux shall not use District’s vehicles for work-related purposes. Chalifoux shall maintain automobile liability insurance throughout the Term and name the District as an additional insured party on the policy. Chalifoux shall submit a certificate of insurance evidencing such coverage to the District prior to receipt of the car allowance.

3) Cell Phone

District shall reimburse Chalifoux $50 per month for a cell phone for his use in making and receiving calls, texts, and other messages related to his job duties. Chalifoux acknowledges that the use of her personal cell phone for District business will subject such use to the requirements of the California Public Records Act (Government Code Section 6250 et seq.) and agrees to provide any relevant cell phone documents or records to the District sought by a request under the Act.

4) Workweek

Chalifoux shall work a minimum of forty (40) hours per week without using any leave time. Long will be compensated for any work beyond forty (40) hours per week by the allowance of Administrative Leave as set forth in paragraph (5) below.

5) Vacation and Administrative Leave

It is recognized that Chalifoux must devote a great deal of time outside the normal office hours to business of the District, and to that endChalifoux shall be allowed to take administrative time off from work to a maximum of 96 hours annually to be granted at the commencement of this Agreement, prorated for 2024, and on January 1st of each year thereafter. Said amount shall not carry-over from year to year~~.~~

Chalifoux will accrue vacation at a rate of four (4) weeks annually; a “week” shall consist of forty (40) hours. Said vacation time will accrue at the beginning of the Term hereof and continue with each pay period. Vacation time Chalifoux previously accrued with the District but did not use may be carried over to his employment under this Agreement. Upon termination, Chalifoux will be entitled to monetary compensation for any accrued and unused vacation at his then annual salary rate.

6) Professional Dues and Expenses

District shall pay for the professional dues and subscriptions of Chalifoux as necessary for his continuation and full participation in NRPA, CSDA, CARPD, CPRS and others as necessary to enhance the position of General Manager. Chalifoux will at times be obligated to attend various meetings, activities and seminars of said organization(s). Also, other organizations sponsor and offer short courses, institutes, seminars and the like, the attendance at which by Chalifoux would assist his professional development and would be beneficial to District.

Accordingly, and subject to budgetary constraints, time limitations, and convenience of both District and Chalifoux, she is permitted and encouraged by District to attend such conferences (as may be approved in advance by the Board), meetings, activities, seminars, courses, institutes, and the like at Chalifoux’s discretion. Chalifoux's travel, subsistence, and other expenses associated in connection with the same shall be compensable in accordance with applicable District policy.

1. **TERMINATION/SEPARATION**
2. Termination:
3. The General Manager is an at-will employee serving at the pleasure of the District Board of Directors.
4. District may terminate the Agreement for any reason, with or without cause, at any time, but must provide at least thirty (30) days written notice to Chalifoux.
5. If District terminates Chalifoux without cause, District shall compensate Chalifoux a sum equal to that which he would have earned between the date of termination and the conclusion of the term of the contract canceled, according to the monthly salary prescribed by paragraph 5(a) above but not to exceed twelve (12) months (“severance pay”). Such payment shall be deemed to constitute full, complete and exclusive compensation and relief due to Chalifoux for early cancellation of the contract and employment without cause and any and all injury, whether economic or otherwise, which District Administrator suffers as a result thereof. Said payment will release the District from any further obligation under this Agreement and State and Federal law related to Chalifoux’s employment with the District.
6. Chalifoux shall not be entitled to, nor receive from the District, any severance pay if she has engaged in fraud, misappropriation of funds or other illegal fiscal practices. Chalifoux shall reimburse the District for the amount of any severance pay received if Chalifoux is convicted or a crime involving an abuse of office or position. This section is intended to implement the requirements of Government Code Sections 53243.2 and 53260 and shall be interpreted consistently therewith.
7. In the event Chalifoux 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 to Chalifoux.
8. Notwithstanding the above provisions, if the Agreement is terminated because of the negligence or intentional misconduct of Chalifoux, District shall be obligated to compensate him for that portion of his earned but previously unpaid services that materially benefit the Districtand for all accrued and unused vacation leave. Determination of what services materially benefitted the District is to be arrived at by mutual agreement of the District and Chalifoux, and, should they fail to agree, the dispute will be resolved by the process set forth in Section 15, Disputes.
9. Resignation:

In the event Chalifoux voluntarily resigns her position with District at any time during the Term hereof, Chalifoux shall give Districtno less than fourteen (14) days written notice, unless the parties otherwise agree. Voluntary resignation by Chalifoux will result in a loss of all severance pay to her by District, including payment for health insurance participation.

1. **INSURANCE**

The District will extend its workers' compensation and liability insurance coverage to Chalifoux.

1. **UNLAWFUL DISCRIMINATION**

Chalifoux shall not discriminate in the employment, or participation in recreational programs, of persons under this Agreement due to race, religious creed, color national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation, gender identity or any other legally prohibited basis under State and Federal law.

**9. INDEMNIFICATION**

To the fullest extent permitted by law, Chalifoux shall indemnify, protect, defend, and hold harmless the District, its officials, employees, and agents from and against any and all claims, suits, losses, liabilities, damages, costs, and expenses, including but not limited to attorney's fees and costs, that arise out of, pertain to, or relate to, Chalifoux’s acts or omissions outside the scope of his duties for the District.

The District shall indemnify, protect, defend, and hold harmless Chalifoux from and against any and all claims, suits, losses, liabilities, damages, costs, and expenses, including, but not limited to, attorney's fees and costs, to the extent provided by Government Code 995 — 996.4.

**10. NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addressed as follows:

DISTRICT: Board of Directors

Ambrose Recreation & Park District

3105 Willow Pass Road

Bay Point, CA 94565

CHALIFOUX: Lori Chalifoux

801 Hawk Court

Antioch, CA 94509

**11. LOYALTY OF GENERAL MANAGER**

Chalifoux covenants that she presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

**12. AGREEMENT BINDING**

The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, and assigns of both parties. Chalifoux cannot assign his rights under this Agreement without the District's prior written approval.

**13. WAIVERS**

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant or condition of this Agreement or of any applicable law or ordinance.

**14.** **INTEGRATION CLAUSE**

This Agreement is the final and complete expression of the discussions, understandings and agreements of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except regarding termination as stated in Section 6, above, this Agreement shall be read as consistent with the provisions set forth in the District’s Personnel Policies. If any other provision of this Agreement conflicts with the District's Personnel Policies, the terms of this Agreement shall govern.

Except as described herein, this document may be amended, extended, modified, altered or changed only by written instrument, signed by both the District and Chalifoux. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

**15.** **DISPUTES**

1. If either party brings an action to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees and costs. Prior to either party commencing litigation, the parties shall mutually agree to voluntary mediation and shall mutually agree upon the mediator and shall equally divide the cost of mediation.
2. If the parties are unable to agree upon a mediator, the dispute shall be submitted to the American Arbitration Association, which shall provide the parties with the names of five (5) qualified mediators. The method of selection from said list shall consist of the following process: After a toss of coin to decide which party shall act first, the District Board Chairperson or designee and Chalifoux shall alternatively strike one name from the list until one name remains and such person shall serve as the mediator. The next to the last name stricken shall be the alternate mediator to serve in the event the first mediator is not available. The procedure shall be followed until there is an available mediator.
3. If the dispute remains unresolved after reasonable attempts to mediate or the matter is not resolved through mediation, then either party may commence litigation. Any such litigation shall be filed in the Superior Court for Contra Costa County.
4. District retains the right to discontinue severance payments under Section 6, Termination, and pending resolution of any disputes.

IN WITNESS WHEREOF, the District and Chalifoux have executed this Agreement the day and year first above written.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lori Chalifoux

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairperson of the Board of Directors

Ambrose Recreation and Park District