

EMPLOYMENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") for at-will employment is made by and between the GREATER VALLEJO RECREATION DISTRICT, Vallejo, California, a recreation and parks district (herein referred to as "District") formed under applicable provisions of the Public Resources Code of the State of California, and GABRIEL LANUSSE (herein referred to as "General Manager", and together with District, "the Parties").

The MOU is made with reference to the following particulars:

(a) District employs Gabriel Lanusse as General Manager to render the particular and special services of a professional nature in the administration and management of the affairs of District. Such services shall include, but not be limited to, those set forth in this MOU and in the District's Policies and Procedures Manual.

(b) Section 5786.1(d) of the Public Resources Code of the State of California permits District, by and through its Board of Directors (hereinafter referred to as Board), to employ personnel by MOU for such purposes.

(c) This MOU replaces all previous Memoranda of Understanding between the Parties with regard to the employment of General Manager.

(d) This MOU is entered into by the Parties in the County of Solano, State of California.

IT IS THEREFORE AGREED:

1. TERM AND NATURE OF EMPLOYMENT:

(a) District employs Gabriel Lanusse as General Manager for District for a period of four (4) years commencing July 1, 2022 and ending June 30, 2026; said at-will employment is subject to the evaluation process set forth below, the general control of the General Manager by the Board, and termination of at-will employment as otherwise provided in this MOU.

(b) Should District determine that this MOU will not be renewed or extended at the end of the four-year term, or any extensions thereof, District shall provide General Manager with written notice of that decision no later than sixty (60) days prior to the expiration of the term or any extension thereof.

(c) Should General Manager determine that the MOU will not be renewed at the end of the four-year term, or any extensions thereof, General Manager shall provide District with written notice of that decision no later than sixty (60) days prior to the expiration of the term or any extension thereof.

2. GENERAL DUTIES:

General Manager is an at-will employee and serves at the discretion of the District's Board, subject to the terms of section 7, below. General Manager shall render and perform all services, acts or duties which are necessary, prudent or advisable for the management of the affairs of

District, subject to, however, and in accordance with the statutes and laws of the State of California and of any other governmental authority to which District's employees and agents may be subject, and subject to the District's Policies and Procedures. General Manager shall also perform such duties and carry out such other acts and functions as the Board shall, from time to time, direct. General Manager shall exercise supervision over the whole of District and its affairs so that the statutory duties and responsibilities required of District as a recreation and parks district are satisfied; shall serve District diligently and according to the best of his abilities in all respects; and shall generally do all things in the best interests of District that are usually done by persons occupying similar positions as General Manager of a recreation and parks district.

3. FULL-TIME DEVOTION TO BUSINESS:

General Manager shall devote the whole of his professional time, attention and energies to the performance of his duties as General Manager. General Manager shall not directly or indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, without first obtaining the written consent of the Board. This Section 3 shall not prohibit General Manager from participating in reasonable community activities or spending a reasonable amount of time managing his rental properties, provided that the same do not conflict with his performance of his duties as General Manager.

4. RATE OF COMPENSATION:

(a) General Manager shall be compensated as follows:

During the four (4) year term of this MOU, namely, July 1, 2022 through June 30, 2026, and subject to cost of living adjustments and merit bonuses, District shall pay General Manager a base salary of One Hundred Ninety-one Thousand, One Hundred Dollars (\$191,100.00) annually ("Base Salary"). The Base Salary shall commence on July 1, 2022 and shall be paid in equal bi-weekly installments every other Friday throughout the term of the MOU.

(b) There shall be an annual Cost of Living Adjustment (COLA) in General Manager's Base Salary based on the change in the consumer price index for Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose (CPI). The annual COLA shall be effective July 1st of each year during the term of this MOU, commencing July 1, 2023, and shall be equal to the percentage change in the CPI from April of the prior year to April of the current year; provided, however, that if there should be a decrease in the CPI in any year then General Manager's Base Salary shall not be reduced.

(c) General Manager may, at the sole discretion of District's Board, receive merit increases in any of the four (4) years of the term, in an amount not to exceed four percent (4%) of his salary (as set forth in subsections 4(a) and 4(b)) for the preceding fiscal year.

(d) Salary adjustments herein shall not be governed by the District Policy and Procedure Manual, but rather by the terms of this MOU.

(f) In all other respects, the District Policy and Procedure Manual and/or District Personnel Rules and Regulations shall apply to the relationship between General Manager and

District except as may be modified by this MOU. In the event that there is a conflict between this MOU and the District Policy and Procedures, the terms of the MOU shall control.

(g) General Manager shall pay to PERS six percent (6%) of his salary in each year of the term of this MOU and any extensions or renewals thereof.

5. GENERAL MANAGER BENEFITS:

General Manager shall be entitled to all benefits, including but not limited to retirement benefits, vacation and sick pay, health, medical, vision, and dental plans, and executive leave, if applicable, which are now offered to employees of the District and in the same manner as are offered to said employees except as specifically modified by this MOU.

(a) District shall pay for medical insurance for General Manager and his immediate family in the amount of seventy-five percent (75%) of the then-current Kaiser Permanente rate or seventy-five percent (75%) of the then-current Blue Cross rate for employee and family medical coverage, at the option of General Manager, during the term of this MOU.

(b) District shall pay, on behalf of General Manager and his family, the current vision coverage provided through District's chosen vision insurance company and the dental plan provided through District's chosen dental insurance company. General Manager shall be responsible for any co-pays or costs not covered by said plans.

(c) District shall provide a District-owned automobile for the use of General Manager, during the term of this MOU and any renewals or extensions thereof unless otherwise modified by the Board. The automobile shall be a small or compact fully-electric vehicle (not a hybrid). The automobile shall display District logos and shall carry lights capable of flashing on top. General Manager may use the vehicle to conduct the business of the District and for commuting between his home and the District offices. General Manager shall not use the vehicle for other personal or family purposes such as shopping, vacations, miscellaneous trips, etc. General Manager shall be responsible, at his own expense, for charging the vehicle's batteries, except that District may in its discretion install a charging station at the District offices, in which case General Manager may use such charging station at no cost to General Manager. District shall provide automobile insurance and automobile maintenance. General Manager acknowledges that new automobiles are in short supply at the beginning of the term of this MOU and that purchasing or leasing the automobile may be delayed. Until District acquires the automobile General Manager shall continue to receive the monetary car allowance he received under the terms of the MOU expiring June 30, 2022; said car allowance shall be prorated and paid to General Manager only for the period of July 1, 2022, until District acquires the automobile. Other than as set forth in this subsection 5(c), no car allowance or mileage reimbursement shall be provided to General Manager. The automobile shall at all times remain the property of District, and upon termination of this MOU and any extensions thereof, General Manager shall return the vehicle to the District offices.

(d) General Manager shall be allowed to attend conferences organized by California Park and Recreation Society (CPRS), California Special Districts Association (CSDA); California Association of Parks and Recreation Districts (CAPRD) and National Recreation and Park

Association (NRPA), and other professional development programs after having first obtained the approval of the Board or its designee, provided that the expenses for said conference(s) do not exceed the annual budget therefor, which budget will be established by the District and General Manager on an annual basis. Any costs and/or expenses in excess of said budget shall be incurred at the sole expense of General Manager. District shall pay the reasonable costs and expenses within the budget upon formal request to District by General Manager with appropriate written documentation as required by the District Policy Manual.

(e) In addition to the conferences described in section 5(d), General Manager may wish to obtain additional professional education and/or training and be reimbursed for the expense thereof by District. In such cases General Manager shall request, in advance, the approval of the Board. The Board will consider any such requests on a case-by-case basis and will grant or deny the requests at its discretion.

(f) District shall provide General Manager with a cell phone and pay the reasonable cost thereof. The cell phone shall remain the property of the District.

(g) District shall provide General Manager with a laptop computer, tablet, e-mail, and internet access and shall pay the costs thereof which are included in District's plan for business use. The computer, tablet and any software and/or access shall remain the property of the District.

(h) District will reimburse General Manager for reasonable business expenses incurred on behalf of District. General Manager shall submit his request for reimbursement of the reasonable business expenses on a monthly basis.

(i) District shall reimburse General Manager for dues associated with community service and professional organizations. General Manager shall submit his request for reimbursement for said dues on an annual basis.

(j) General Manager shall be entitled to fourteen (14) days of executive leave to be taken within each fiscal year. Executive leave does not accumulate year to year. District shall pay General Manager upon his written request made during the fiscal year in which executive leave is earned for up to fourteen (14) days of unused executive leave at his then-current salary.

(k) General Manager may accumulate up to three hundred sixty (360) hours of annual leave. General Manager may sell back annual leave in accordance with this subsection 5(k).

(i) In order to be eligible to sell back any annual leave hours, General Manager must have at least two hundred forty (240) hours in his account at the time he requests to sell annual leave hours;

(ii) The maximum number of annual leave hours that General Manager may sell back in any calendar year is sixty (60);

(iii) General Manager may only sell back one (1) hour for each one (1) hour of annual leave he actually uses during the calendar year in which he requests to sell back annual leave hours. For example, if General Manager uses thirty-two (32) hours of annual leave during

any given calendar year, he may sell back no more than thirty-two (32) hours in that calendar year; and

(iv) General Manager may apply no more than once, and shall apply between October 1 and December 15 of any given calendar year, to sell back annual leave during that year.

(l) District shall provide, at its own expense, term life insurance which insures the life of General Manager in the amount of One Hundred Fifty Thousand Dollars (\$150,000).

(m) During the term of this MOU, District shall pay or provide General Manager with the sum of Two Hundred Sixty-seven Dollars Twenty-three Cents (\$267.23) per month for the PERS "buyback" purchased by General Manager. In providing the above payment District does not assume the obligation of General Manager to PERS for this "buyback."

6. EVALUATION OF GENERAL MANAGER:

(a) The Board and General Manager shall annually develop and agree upon performance goals and objectives that shall serve as the basis for the annual evaluation of General Manager. The goals and objectives shall be those as specified in the Strategic Action Plan, as well as additional objectives as specified and agreed to by the Parties hereto. The Board, or its designee, and General Manager may also meet as needed to make modifications to the goals and objectives.

(b) The Board and General Manager shall agree upon a written evaluation format which shall be used for reporting the results of the evaluation.

(c) If the majority of the Board concludes that the performance of General Manager is unsatisfactory in any particulars, the Board shall then identify in writing the specific areas of concern and provide written recommendations for improvement. The Board will then set a date within six (6) months of the date of the written recommendations for another evaluation of General Manager.

7. TERMINATION OF EMPLOYMENT:

(a) If General Manager willfully breaches or habitually neglects his duties as General Manager or commits acts of dishonesty, fraud, misrepresentation or acts of moral turpitude as would prevent the effective performance of his duties, District may, at its option, terminate his at-will employment.

(i) District may at its option terminate this MOU for the reasons stated in subsection 7(a) above by giving written notice of termination to General Manager without prejudice to any other remedy to which District may be entitled to under law, in equity, or under this MOU.

(ii) The notice of termination required by this subsection 7(a) shall be in writing and shall specify the grounds for the termination and shall be supported by a statement of all relevant facts. The termination shall be effective two calendar weeks after notice is given.

(iii) Termination under subsection 7(a) shall be considered "for cause" for the purposes of this MOU.

(iv) In the event General Manager's employment is terminated for cause, all obligations of District under this MOU to pay salary or other compensation to General Manager, or provide benefits to General Manager, shall cease on the effective date of the termination.

(b) This MOU and all rights and obligations pursuant thereto shall be terminated upon the death of General Manager.

(c) DISTRICT reserves the right to terminate General Manager's employment if General Manager suffers any mental or physical disability that renders General Manager unable to perform the essential functions of his position, even with reasonable accommodation, for four months in any twelve-month period and if there is no vacant position to which the General Manager could be transferred and for which he is qualified. Termination pursuant to this subsection 7(c) shall be accomplished by giving ten (10) calendar days written notice of termination to General Manager. Termination under this subsection 7(c) shall not be considered "for cause" for the purpose of this MOU. Termination pursuant to this subsection shall be supported by the written opinion of a qualified physician and/or psychiatrist/psychologist who regularly practices in the same field(s) of medical specialty as General Manager's disability.

(d) The Board may determine to terminate the employment of General Manager during the term of this MOU if a majority of the Board votes to do so and sixty (60) days' written notice is provided to General Manager. If the Board terminates this MOU pursuant to this subsection 7(d), General Manager shall receive his base salary and the health benefits specified in subsections 5(a) and (b) above (except as provided below) for a period not to exceed the number of months left on the unexpired initial term of the MOU, or, if the MOU has theretofore been extended pursuant to subsection 1(b), not to exceed the number of months left on the extended term of the MOU, but in any case not to exceed eighteen (18) months ("Severance Period"). In the event that General Manager accepts other employment with benefits during the Severance Period, the health benefits set forth herein shall cease. No noncash items except the health benefits specified in subsections 5(a) and (b) above shall be paid during the Severance Period. Any future cost of living increases and/or merit increases which had been scheduled but not yet provided to General Manager at the time of termination under this subsection 7(d) shall not be included in the calculation of Severance Period compensation. Termination under this subsection 7(d) shall not be considered "for cause" for the purpose of this MOU. In the event of General Manager's termination without cause, the severance pay and other benefits provided for in this subsection 7(d) shall be General Manager's sole remedy.

(e) General Manager may determine to terminate his employment with District during the term of the MOU by providing sixty (60) days' written notice to District. Upon the conclusion of the notice period, all obligations of District under this MOU to pay salary or other compensation to General Manager, or provide benefits to General Manager, shall cease.

8. MEDIATION:

Any controversy or claim arising out of or related to this MOU involving the construction or application of any terms or conditions of this MOU or the alleged breach thereof shall be first submitted to mediation. The costs of mediation shall be borne equally by the Parties. No Party

hereto shall commence arbitration under this MOU without first having participated in mediation. In the event either Party fails or refuses to mediate upon request of the other Party, and the other Party compels arbitration, the Party that failed or refused to mediate shall not be entitled to recover attorney's fees in the arbitration even if that Party would otherwise have been entitled to recover attorney's fees pursuant to Section 9.

9. ARBITRATION:

(a) Any controversy or claim which may arise between District and General Manager involving the construction or application of any of the terms or conditions of this MOU or the alleged breach thereof, not successfully mediated, shall, on the written request of either Party, served on the other, be submitted to binding arbitration. The arbitration shall comply with and be governed by the provisions of the California Arbitration Act, sections 1280, *et seq.*, of the California Code of Civil Procedure, as the same may be amended.

(b) District and General Manager shall each appoint one person to hear and determine the dispute, and the two arbitrators thus selected shall choose and appoint a third arbitrator. A majority decision of the panel shall be final and conclusive upon both Parties.

(c) The cost of arbitration shall be borne by the losing Party or in such proportions as the arbitrators may decide. The prevailing Party shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which that Party may be entitled.

10. ENTIRE AGREEMENT:

This MOU supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the employment of General Manager by District and contains all of the covenants and agreements between the Parties with respect to that employment in any manner whatsoever. Each Party to this MOU acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding on either Party.

11. MODIFICATIONS:

Any modification of this MOU will be effective only if it is in writing and signed by both Parties to this MOU.

12. EFFECT OF WAIVER:

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this MOU by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

13. PARTIAL INVALIDITY:

If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. LAW GOVERNING MOU:

This MOU shall be governed by and construed in accordance with the laws of the State of California, and if there is any arbitration and/or litigation regarding the terms of this MOU, the appropriate venue is Solano County, California.

15. NOTICES:

Any notices to be given hereunder by either Party to the other shall be in writing and shall be transmitted by personal delivery or by first class mail, postage prepaid, to the addresses shown below. Such notices shall also be emailed to the addresses shown below.

If to District:

Clerk of the Board
Greater Vallejo Recreation District
395 Amador Street
Vallejo CA 94590, and
kpierson@gvrd.org
BoardofDirectors@gvrd.org

With copy to:

Gary Heppell
Favaro, Lavezzo, Gill Caretti & Heppell
300 Tuolumne Street,
Vallejo CA 94590, and
garyheppell@flgch.com

If to General Manager:

Gabriel Lanusse
Greater Vallejo Recreation District
395 Amador Street
Vallejo CA 94590, and
glanusse@gvrd.org

With copy to:

Gary Heppell
Favaro, Lavezzo, Gill Caretti & Heppell
300 Tuolumne Street,
Vallejo CA 94590, and
garyheppell@flgch.com

Notice shall be deemed to have been effective at the time of receipt if given by personal delivery or on the fifth calendar day after the date of mailing if given by mail.

16. EFFECTIVE DATES:

This MOU shall be effective from and after the first (1st) day of July, 2022, through June 30, 2026, unless terminated sooner as set forth above.

17. RIGHT TO ATTORNEY:

By his signature hereto, General Manager acknowledges that he has been informed that he has the right to representation by an attorney during the negotiations leading to this MOU and at all times prior to signing this MOU and has opted not to exercise that right. General Manager

further acknowledges that Gary K. Heppell has represented the Board and District in all negotiations resulting in the negotiation and preparation of this MOU.


Dated: June 23, 2020

GREATER VALLEJO RECREATION DISTRICT

By: 

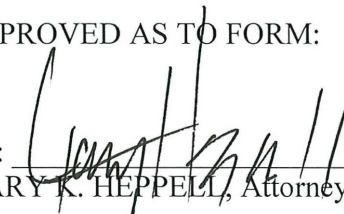
RON C. BOWEN
Chairperson, Board of Directors

Dated: June 24, 2020

By: 

GABRIEL LANUSSE, General Manager

APPROVED AS TO FORM:

By: 

GARY K. HEPELL, Attorney for District