

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

This agreement (the "Agreement") is executed on the date last set forth below opposite the parties' signatures by and between Chico Area Recreation and Park District (the "District") and Ann Willmann ("Willmann") and amends and restates in its entirety the Employment Agreement previously executed by the parties effective May 21, 2015.

In consideration of the mutual conditions, covenants, and agreements set forth below, the parties agree as follows:

1. **Employment.** District hereby employs Willmann as General Manager of District to perform the functions and duties customary for a general manager of a similarly sized recreation and park district to perform, including those specified from time to time by District in the job description for the position and such other legally permissible and proper duties and functions as the Board of Directors of District (the "Board") shall from time to time assign her. The current job description for the position is attached hereto as Exhibit "A." Upon any amendment of the job description, the new job description shall be dated and initialed by the parties and attached hereto as Exhibit "A" in lieu of that setting forth the previous job description.

Willmann is employed on a full-time basis and shall work such hours as necessary to satisfactorily perform her duties as General Manager, it being understood that she shall be generally available during business hours of District. However, it is also recognized that Willmann shall be required to devote time outside of normal business hours to the business of District.

2. **Term; Termination.**

a. The term of this Agreement shall be at will, and it can be terminated by District or by Willmann at any time without cause upon not less than six months written notice to the other party. In lieu of such notice, District may terminate Willmann's employment without cause immediately, provided that it, at the date of such termination, either (i) pays Willmann in lump sum an amount equal to

six months' salary and benefits or (ii) continues to pay Willmann her then salary and benefits in bi-weekly installments for six months thereafter. At the date of termination, Willmann also shall be compensated for all accrued sick leave, vacation, holidays and such other accrued benefits as may be vested in her. By her signature below, Willmann agrees that such sums shall be the full, complete, and exclusive amount to which she shall be entitled for termination of this Agreement by District without cause.

In the event this Agreement is terminated for cause, written notice of such termination setting forth the grounds supporting such termination for cause shall be delivered by the party terminating the Agreement to the other party. The Agreement shall be deemed terminated upon personal delivery of such notice. For purposes hereof, "cause" shall include, but not be limited to, breach by a party of a material term hereof, conviction of Willmann for any criminal act, her partaking in activities involving moral turpitude, or, subject to Section 2.b. below, her refusal or inability to perform the material duties of her job under this Agreement.

b. If Willmann is permanently disabled so as to be unable to perform those duties on her part to be performed under this Agreement or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period beyond his entitlement to medical leave of absence under the Family Medical Leave Act, District shall have the option to terminate this Agreement, which termination shall be deemed without cause, thus entitling Willmann to the severance pay set forth in Section 2.a. above. If District and Willmann are unable to agree as to whether she is permanently disabled, such determination shall be made by a panel of three physicians, including Willmann's regularly attending physician, a physician selected by District, and a physician selected by the foregoing two physicians, or if they are unable to agree, by a physician appointed by the Butte County Superior Court upon petition by either District or Willmann. The decision of two of the three physicians shall be binding and determinative.

3. **Salary and Benefits.** District shall pay Willmann an annual salary in such amount as it and Willmann shall agree from time to time, payable in bi-weekly installments at the same times and in

the same manner as other employees of District are paid. As of the date hereof, Willmann's annual salary is \$100,000.00. Willmann's annual salary shall be reviewed annually during the Board's consideration of the District's budget for the next fiscal year and may be adjusted by the Board based upon its assessment of her job performance and such other factors as the District in its discretion may consider appropriate, including, without limitation, changes in the State's economy and cost of living since Willmann's last salary adjustment, the proposed budget of the District for its next fiscal year, and Willmann's performance since her last evaluation.

In addition, Willmann shall be entitled to the same holiday and sick leave benefits as all other full-time employees of District during the term of this Agreement. Willmann presently is entitled to 15 paid vacation days per year, which vacation days shall be in accordance with District policy regarding vacation.

Willmann shall be entitled to enroll in the same comprehensive medical, vision, life, and dental insurance on the same terms as provided all other full-time employees of District.

Willmann shall also be entitled to participate in the California Public Employees Retirement System and the Federal Social Security System on the same terms as all other full-time employees of District.

4. **Performance Evaluations.** At least bi-annually, in November and May of each year beginning November, 2016, the Board shall review and evaluate the performance of Willmann in closed session at the regular meeting of the Board or a special meeting set by the Board for such purpose. Such review and evaluation shall be based on Willmann's performance of the duties described in Section 1. above and in accordance with any performance goals and objectives previously established by the Board. Such evaluation shall include an informal discussion between the Board and Willmann as to her performance of her job duties. The Board and Willmann shall discuss and may establish goals and objectives for her accomplishment and the time frame therefor.

5. **District Automobile.** District shall provide an automobile for Willmann for her use for District business. Willmann shall be entitled to use such automobile for commuting to and from work.

6. **Professional Affiliations and Development.**

a. At District's cost, Willmann shall maintain in good standing membership in the California Park and Recreation Society and shall adhere to its "Code of Ethics" as published by it from time to time.

b. District agrees to budget for and to pay the dues and subscriptions necessary for Willmann's participation in national, regional, state and local associations and organizations as are desirable for her professional growth and advancement and for the good of the District, provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in District's annual budget.

c. District recognizes the desirability of Willmann's participation in local civic organizations, and therefore Willmann is authorized to become a member of such civic clubs or organizations as she may reasonably determine. District shall pay all of Willmann's civic organization membership expenses for any organizations in which Willmann's membership has been approved in advance by the Board.

d. District agrees to budget for and to pay for tuition, fees, costs, travel and subsistence expenses of Willmann for her professional development, provided, however, the amount of such shall not exceed the amount appropriated therefor in the annual budget. District and Willmann acknowledge and agree that Willmann shall pursue actively professional development in such areas that will better enable her to perform her duties as General Manager, including, without limitation, general management, public and governmental relations, budgeting and fiscal administration, and strategic planning.

7. **Reimbursement of Professional Expenses.** District recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Willmann, and hereby agrees upon submission of documentation thereof to reimburse or to pay such general expenses, up to an amount not to exceed the amount provided for such purposes in the General Manager's portion of the annual District budget.

8. **Indemnification.** In addition to the requirements of state and local law, District shall defend, save harmless and indemnify Willmann against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the proper course and scope of Willmann's duties as General Manager, except for any civil action or proceeding brought against Willmann for actual fraud, corruption or actual malice. District, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

9. **Bonding.** District shall bear the full cost of any fidelity or other bonds required of Willmann under any law or ordinance.

10. **Other Terms and Conditions of Employment.**

a. The Board may fix other terms and conditions of employment as it may determine from time to time relating to the performance of Willmann, following consultations with her, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or such rules, regulations and procedures of the District as may have been adopted by Board or any applicable statute and are set forth in writing in an addendum hereto signed by both parties.

b. Willmann shall be subject to all rules, regulations, and policies of the District applicable to employees and management as they may be modified from time to time.

11. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

a. TO DISTRICT: Chair, Board of Directors, Chico Area Recreation and Park District, 545 Vallombrosa Avenue, Chico, CA 95926.

b. TO WILLMANN: Ann Willmann, at her permanent residence address on record with the District.

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

12. **General Provisions.**

- a. This Agreement shall constitute the entire agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Willmann.
- c. This Agreement shall not be assigned by Willmann or District.
- d. This Agreement shall not be modified without the written consent of Willmann and District.
- e. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.


Executed on the dates set forth below opposite the parties' signatures at Chico, California.

DISTRICT:

Chico Area Recreation and Park District

May 21, 2016


By:


Bob Malowney, Chair
Board of Directors

WILLMANN:

May 21, 2016

By:


Ann Willmann