

GREATER VALLEJO RECREATION DISTRICT
EMPLOYMENT AGREEMENT
WITH PAMELA SLOAN
TO PERFORM SPECIALIZED AND
TEMPORARY SERVICES
AS INTERIM GENERAL MANAGER

This Employment Agreement ("Agreement") is entered into as of April 9, 2026 (the "Effective Date"), by and between the GREATER VALLEJO RECREATION DISTRICT ("District"), a special district, and Pamela Sloan ("Employee").

RECITALS

WHEREAS, the District requires a temporary employee with special skills due to a leave of absence and vacancy in the position of General Manager; and

WHEREAS, the District is in the process of recruiting a permanent General Manager; and

WHEREAS, Employee possesses the requisite specialized skills needed by the District and is available to provide services as the Interim General Manager until a permanent General Manager can be hired; and

WHEREAS, Employee, as a California Public Employees Retirement System ("CalPERS") annuitant, is limited in her ability to accept public employment pursuant to Government Code Section 21221; and

WHEREAS, Employee can provide temporary services to the District under the terms of this Agreement and within the constraints of Government Code Section 21221, subsections (g) and (h), as a CalPERS annuitant and the District desires to hire Employee on these terms to provide specialized services of a limited duration, to end not later than June 30, 2027, and will not exceed 960 hours within a fiscal year.

NOW THEREFORE, in consideration of the above-stated recitals and the performance by the parties of the promises, covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES

a. Employee accepts employment with District as its Interim General Manager. Employee is appointed by and shall serve at the pleasure of the District's Board of Directors. Employee, as the Interim General Manager, shall keep the District's Board of Directors fully apprised of all significant ongoing operations of the District.

b. Employee has performed her due diligence to confirm with CalPERS that she may accept this temporary appointment as a CalPERS annuitant and Employee is solely responsible for compliance with CalPERS rules and regulations regarding employment as a retired annuitant.

c. The Employee shall be responsible for performing duties of the General Manager position, (as forth in the District's Policy Manual), and other duties and special projects as assigned.

d. Employee shall not accept, without the express prior written consent of the District's Board of Directors, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity that might cause a conflict-of-interest with the District or the satisfactory performance of Employee's duties as Interim General Manager.

SECTION 2 – EMPLOYMENT TERM

The District agrees to employ Employee and Employee agrees to be employed by the District beginning April 20, 2026, and ending not later than June 30, 2027, subject to Section 3 of this agreement.

Employee agrees and acknowledges that she shall not perform any services under this Agreement exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30) inclusive of any hours worked during the same period for other CalPERS employers as a retired annuitant.

SECTION 3 – AT WILL EMPLOYMENT RELATIONSHIP

a. Under the terms of this appointment, Employee is appointed by and serves at the pleasure of the District's Board of Directors, is an "at will" employee, and has no property interest in her position.

_____ **Initialed by Employee**

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate this Agreement and the employment of Employee, with or without cause, at any time during such employment Term, subject to the provisions set forth in this Agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Employee's right to resign at any time from this position with the District. If the Employee voluntarily resigns, she shall give the District at least ten (10) business days advance written notice.

d. Nothing in this Agreement, or this interim appointment, shall guarantee further employment of the Employee with the District or otherwise affect the selection of the permanent General Manager.

SECTION 4 – WORK HOURS AND IN-PERSON WORK REQUIREMENTS

Employee shall be a full-time employee and shall work in-person at least three days each week, subject to any medical restrictions.

SECTION 5 – SALARY

a. The District shall pay the Employee for all services rendered and worked pursuant to this agreement at \$110.26 per hour, which represents the annual salary of the General Manager, divided by twelve months and divided again by 173.333, as required by Government Code Section 21221. Employee's salary will be paid on a bi-weekly basis in conformance with the District's established pay periods and pay days; although Employee is required by Government Code Section 21221 to be compensated hourly, Employee shall be exempt from the overtime pay provisions of California and federal law, even if her work week exceeds 40 hours.

b. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, or vacation pay during her employment under this Agreement.

c. As an interim appointment made pursuant to the terms of this Agreement, Employee will receive only those fringe benefits expressly provided for in this Agreement and any others required by law.

SECTION 6 – INDEMNIFICATION

Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the District will defend and indemnify Employee, using legal counsel of District's choosing, against legal liability for acts or omissions by Employee occurring in the course and scope of employment under this Agreement. In the event District provides funds for legal criminal defense pursuant to this section and the terms of the Government Code, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse District for any paid leave or cash settlement, as provided by Government Code Sections 53243 – 53243.4.

SECTION 7 – INTEGRATION OF AGREEMENT

a. This Agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the District and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

SECTION 8 – CONFIDENTIAL INFORMATION

Employee acknowledges and agrees that in the performance of her duties, the District may disclose and entrusts her with certain confidential proprietary information. Employee agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the form of records, lists, data, personnel information, reports or otherwise, of a business or technical nature, which was acquired or viewed by Employee during Employee's relationship with the District unless such disclosure is authorized by the District in writing, required by law, or required in the performance of the duties of the Interim General Manager. This provision shall survive the termination or expiration of this Agreement.

SECTION 9 – SEVERABILITY

If any provision or any portion hereof is held to be unconstitutional, invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SECTION 10 – ENTIRE AGREEMENT

This Agreement sets forth the final, complete and exclusive agreement between District and Employee relating to the employment of Employee as Interim General Manager. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, her employment is subject to District's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace.

SECTION 11 – CHOICE OF LAW AND VENUE

This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable District Resolutions. The parties agree that venue for any dispute arising under this Agreement shall be in Solano County, California.

SECTION 12 – INDEPENDENT REVIEW OF AGREEMENT

Employee acknowledges that she has had the opportunity for and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that she has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of District, its officers, agents or employees other than those expressly set forth in this Agreement.

SECTION 13 – ELECTRONIC SIGNATURES

The parties agree that this Agreement may be transmitted and signed by electronic signature by all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally as the date and year first written above.

"EMPLOYEE"

"DISTRICT"

Pamela Sloan

Thomas Judt, Board Chairperson