

**Amendment to Employment Contract between
the San Luis Obispo Local Agency Formation Commission
and Michael Prater**

This Amendment ("Amendment") is entered into by and between the San Luis Obispo Local Agency Formation Commission ("LAFCO") and Michael Prater ("Employee"), collectively the "Parties" with an effective date of July 1, 2020.

A. On May 17, 2010, Employee entered into an Employment Contract to provide services to LAFCO as an Analyst and thereafter Employee was promoted to the position of Deputy Executive Officer. There have been Amendments to that Employment Contract since 2010 with the most recent Amendment on July 1, 2019. The Employment Contract, and the Amendments to that Employment Contract, shall be collectively referred to as "Employment Contract".

B. The following provisions of the Employment Contract are hereby amended by this Amendment as follows:

1. **Employment.** Effective July 25, 2020, LAFCO hereby engages Employee as the Executive Officer of LAFCO, and Employee hereby agrees to perform for LAFCO the services hereinafter set forth for the compensation and benefits hereinafter set forth, all pursuant to the terms and conditions of the Employment Contract and this Amendment.

2. **Scope of Services.** Pursuant to this Amendment, Employee shall perform all functions and duties of the Executive Officer, as specified in the LAFCO's rules and regulations and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and such legally permissible and proper duties and functions as may be assigned by LAFCO.

3. **Compensation.** LAFCO shall pay to Employee as compensation in full for all services performed by Employee pursuant to the Employment Contract and this Amendment an annual salary of \$102,650 per year, payable in bi-weekly increments comparable with employees of the County of San Luis Obispo. The Employee's salary shall be adjusted to include any consumer price index increases provided to other LAFCO employees. The effective date of this salary shall be the first full pay period in the fiscal year commencing July 1, 2020 and includes 3% consumer price index increase. The amount of any merit increase shall be subject to approval by LAFCO and shall be based on an annual performance evaluation process and salary survey.

4. **Government Code Provisions.**

Pursuant to Government Code section 53260, in the event LAFCO provides Employee with a cash settlement related to termination of the

Employment Contract, the cash settlement shall not exceed the lesser of (1) an amount equal to the monthly salary of Employee multiplied by 18 or (2) an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Employment Contract.

Pursuant to Government Code sections 53243 and 53243.3, in the event LAFCO provides paid leave salary to Employee pending an investigation into Employee, Employee shall fully reimburse LAFCO for any paid leave salary if Employee is convicted of a crime involving an abuse of his office or position.

Pursuant to Government Code sections 53243.1 and 53243.3, in the event LAFCO provides funds for Employee's legal criminal defense, Employee shall fully reimburse LAFCO for any such funds if Employee is convicted of a crime involving an abuse of his office or position.

Pursuant to Government Code sections 53243.2 and 53243.3, in the event LAFCO provides Employee with a cash settlement related to Employee's termination, Employee shall fully reimburse LAFCO for any such cash settlement if Employee is convicted of a crime involving an abuse of his office or position.

Pursuant to Government Code section 53243.4, an "abuse of office or position" means (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

C. On or about January 21, 2021, LAFCO will conduct a performance evaluation of the Employee and may consider at that time an adjustment to the Employee's salary and benefits.

D. Except as modified by the Amendment, the Employment Contract shall remain in full force and effect.



Michael Prater, Employee



Tom Murray, Chair
San Luis Obispo Local Agency Formation Commission

APPROVED AS TO FORM AND LEGAL EFFECT

A handwritten signature in black ink, appearing to read "Brian Pierik". The signature is written in a cursive style with a large initial "B" and "P".

Brian Pierik, LAFCO Legal Counsel