EMPLOYMENT AGREEMENT

This Agreement is entered into this 4th day of November, 2014, by and between the County of San Luis Obispo, State of California (hereinafter referred to as "County"), and Wade Horton (hereinafter referred to as "Employee").

WITNESSETH

WHEREAS, the County requires the services of a Director of Public Works (hereinafter referred to as "Employee"); and

WHEREAS, the job requires experience, judgment, discretion, leadership, and trust; and

WHEREAS, the Employee is qualified to perform the duties described herein.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services.**

Pursuant to this Agreement, Employee shall provide to County the following services:

Carry out the duties of the Director of Public Works as set forth in state law, the San Luis Obispo County Code, and the various rules and policies of the County. Employee recognizes that his duties may change or evolve as the organization and management needs of the County change or evolve; and

Employee shall provide such services on a full-time basis, under the direct supervision of the County Administrative Officer ("CAO"). As a public officer, Employee promises to maintain exemplary behavior, both during and outside working hours, so that neither he nor his relationship with the County shall become a source of discredit to the County, the CAO, or the County Board of Supervisors.

2. **Employment Status and Tenure.**

By reason of the provisions of San Luis Obispo County Code Section 2.40.060(a) and this Agreement, the Employee will serve the County within the unclassified service of the County. Except as provided in Section 4 of this Agreement, nothing in this Agreement shall be construed as preventing, limiting, or otherwise interfering with the right of the County Administrative Officer to terminate the services of Employee at anytime.

Further, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at anytime from his position with the County, subject only to the provisions set forth in Section 4 of this Agreement.

Employee understands and agrees that this term of employment is governed only by this Agreement and that no right of tenure is created hereby.

3. Term of the Agreement.

Employee shall commence his service in this position on December 8, 2014, and shall continue unless modified by mutual agreement of the parties, or because the Agreement has been terminated by either party as set forth in Section 4.

4. Termination.

A. Employee shall serve at the will and pleasure of the CAO and may be terminated with or without cause pursuant to this Section 4.

B. The CAO may terminate this Agreement at any time for cause. "Cause" shall mean only one or more of the following reasons:

(1) misrepresentation of Employee's qualifications to be Director of Public Works;
(2) incompetency;
(3) inefficiency;
(4) inexcusable neglect of duty;
(5) consistent with state and federal law, physical or mental disability;
(6) insubordination;
(7) dishonesty;
(8) inexcusable absence without leave which exceeds five working days;
(9) discourteous treatment of the public or other employees;
(10) improper political activity;
(11) misuse of County property;
(12) repeated violations of County or departmental safety rules or policies;
(13) failure to maintain exemplary behavior, either during or outside working hours, that become a source of discredit to the County or the Board of Supervisors.

C. The CAO may terminate this Agreement without cause at any time. If, and only if, the Employee is terminated without cause, Employee shall receive a severance package equal to six months' salary only, calculated at the highest level of salary received by the Employee during the term of the agreement in addition to any accumulated leave entitlement (calculated in accordance with San Luis Obispo County Code Sections 2.44.050 and 2.44.060). Said severance package shall be paid in a lump sum or six equal monthly installments at the Employee's discretion and direction. In no event shall the severance pay, when added to the accumulated vacation and sick leave, exceed the maximum amount permitted under the formula contained in Government Code section 53260.

D. In the event Employee decides to terminate the Agreement with the County, Employee shall give written notice at least 30 days prior to the effective date of such termination and shall not be entitled to a severance package as set forth in Section 4(c).

5. **Salary.**

Salary shall commence at Step 1 (approximately $12,009.94 per month) of the current approved salary range. Employee shall be eligible for step increases at the discretion of the CAO based on performance.

The Employee's salary range shall be reviewed in the same manner as other appointed department head employees. Any future salary increases shall be based on San Luis Obispo County Code Section 2.48.180 and 2.48.034.

6. **Salary and Benefit Changes.**

Salaries and benefits may be determined by legislative action of the Board of Supervisors, or the people of the County, and may be amended without specific notice to Employee.

7. **General Employment Benefits.**

Except as noted herein, Employee shall receive the same benefits that are provided to appointed department heads (payroll unit BU09), and in accordance with the applicable San Luis Obispo County Code Section(s). These benefits include but are not limited to vacation, sick leave, administrative leave, vehicle allowance, holidays, deferred compensation plan participation, life insurance, long-term disability insurance, wellness/fitness benefit, tuition reimbursement, participation in pension trust plan, County "pickup" of employee contribution to the pension trust plan, and the reimbursement of out-of-pocket expenses associated with employment including travel reimbursement and professional association membership.

Employee will receive any changes to the aforementioned benefits at the time, and in the same manner, when benefit changes are provided to members of the appointed department head payroll unit (BU09).

In addition to above, employee will start with eight days of vacation and will begin accruing vacation at a rate equivalent to that of an employee with five years of service.

8. **Travel, Registration Reimbursement and Membership in Professional Associations.**

Employee shall receive and continue to receive the same opportunities for professional related travel, registration reimbursement, and reimbursement for professional association membership as provided to other appointed department heads, limited only by budget constraints or future policy decisions by the Board of Supervisors.

9. **Non-Assignment of Agreement.**

This Agreement is intended to secure the individual services of the Employee and thus Employee shall not assign, transfer, delegate, or sublet this Agreement or any interest therein without the prior written consent of County, and any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

10. **Entire Agreement and Modification.**

This Agreement constitutes the entire understanding of the parties hereto. This

Agreement supersedes any and all previous agreements between the parties and Employee shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effected unless in writing, signed by both parties. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained in this Agreement and no others.

11. Covenant.

This Agreement has been executed by the County Board of Supervisors and delivered in the State of California, and the validity, enforceability, and interpretation of any clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are to be performed in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought.

12. Duty to Defend.

Employee shall be entitled to the protection of the California Tort Claims Act, including the County's duty to defend litigation against Employee arising from performance of the duties of his office, in accordance with Government Code Sections 995 and 995.2.

IN WITNESS WHEREOF, County and Employee have executed this contract on the _____ day of _____, 2014 in the County of San Luis Obispo.

EMPLOYEE

By: _____
Wade Horton
Director of Public Works

28 OCT 2014
Date

COUNTY OF SAN LUIS OBISPO

By: _____
Bruce Gibson
Chairperson of the Board of Supervisors

_____
Date

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
RITA L. NEAL
County Counsel

10/28/2014
Date

ATTEST:

By: _____
Clerk of the Board of Supervisors

_____
Date