

EMPLOYMENT AGREEMENT

This Agreement is entered into this 7th day of August, 2018, by and between the County of San Luis Obispo, State of California (hereinafter referred to as "County"), and PLANNING DIRECTOR (hereinafter referred to as "Employee").

WITNESSETH

WHEREAS, the County requires the services of a Director of Planning and Building;
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 Planning and Building as set forth in state law, the San Luis Obispo County Code, and the various rules and policies of the County. Employee's responsibilities shall include overall leadership of and responsibility for all services provided by the Planning and Building Department, in addition to administration, budget, organizational planning, and organizing and providing emergency services during major events such as floods, earthquakes and fires. 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 of San Luis Obispo Chief Administrative Officer (hereinafter referred to as "CAO"). As an executive level public employee, 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 CAO to terminate the services of Employee at any time.

Further, nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their 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 service in this position on August 7, 2018, 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) incompetency;
 - (2) inefficiency;
 - (3) inexcusable neglect of duty;
 - (4) violation of the County Drug & Alcohol Policy;
 - (5) insubordination;
 - (6) dishonesty;
 - (7) inexcusable absence without leave which exceeds five working days;
 - (8) discourteous treatment of the public or other employees;
 - (9) improper political activity;
 - (10) misuse of County property;
 - (11) repeated or substantial violations of County or departmental safety rules or policies;
 - (12) unauthorized release of confidential information;
 - (13) failure to maintain exemplary behavior, during or outside working hours, that becomes, or would become if discovered, a source of discredit to the County, the CAO, or the County 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 during the timeframe of August 7, 2018 through August 7, 2021, Employee shall receive a severance package equal to twelve 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). Beginning August 8, 2021, Employee shall receive a severance package equal to six months' salary only, as described in the aforementioned manner. Said severance package shall be paid in a lump sum. 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 on 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).
- E. Termination for Disability. County may terminate Employee's employment if Employee suffers a disability that renders Employee unable to perform the essential functions of the position, even with reasonable accommodation, for 4 months in any 12-month period and if there is no vacant position to which Employee could be transferred for which he is qualified. If Employee's employment is terminated under this Section 4(E), Employee shall receive payment for all accrued obligations through the termination date. 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. 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 on Government Code section 53260. All benefits shall be extended, at Employee's election and cost, to the extent permitted by County's insurance policies and benefit plans, for 6 months after Employee's termination date, except as required by law (e.g., COBRA health insurance continuation election). Except as set forth in the preceding sentence, all benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

5. Salary.

Salary shall commence at Step 3 of the current approved salary range.

The Employee's salary range shall be reviewed in the same manner as other general management employees in Bargaining Unit 09. 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 adjusted 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 general management employees (payroll unit BU09), and in accordance with the applicable San Luis Obispo County Code Sections(s). These benefits include, but are not limited to vacation, sick leave, administrative leave, 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 general management employee unit (BU09).

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 general management employees, 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 affected 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 their 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 _____, 2018 in the County of San Luis Obispo.

EMPLOYEE:

COUNTY OF SAN LUIS OBSIPO:

By: 
Trevor Keith
Director of Planning and
Building

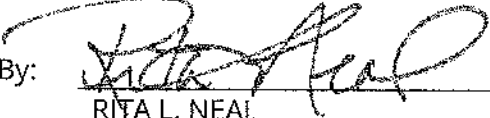
By: _____
JOHN PESCHONG
Chairperson of the Board of
Supervisors

7/20/18
Date

Date

APPROVED AS TO FORM AND LEGAL
EFFECT:

ATTEST:

By: 
RITA L. NEAL
County Counsel

By: _____
Clerk of the Board of
Supervisors

July 20, 2018
Date

Date