

**EMPLOYMENT AGREEMENT
OF PAUL ROTEN AS MONO COUNTY ENGINEER**

This Agreement is entered into this 18th day of May 2021, by and between Paul Roten and the County of Mono.

I. RECITALS

The County wishes to employ Paul Roten as County Engineer in accordance with the terms and conditions set forth in this Agreement. Mr. Roten wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be June 2, 2021 until June 1, 2024, unless earlier terminated by either party in accordance with this Agreement. This Agreement shall automatically terminate in the event the County implements new agreements for its "at-will" employees and executes such new agreement as to Mr. Roten. The County shall notify Mr. Roten in writing no later than January 1, 2024 whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Roten shall notify the County in writing of its breach of this provision of the Agreement within 30 days of June 1, 2024, and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Roten that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Roten as a result of the cured breach. If the County does not cure the breach following timely notice from Mr. Roten, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing June 2, 2021, Mr. Roten shall be employed by Mono County as County Engineer, serving at the will and pleasure of the Public Works Director in accordance with the terms and conditions of this Agreement. Mr. Roten accepts such employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Roten's employment.
3. Mr. Roten's salary shall be \$10,502 per month. The Board may unilaterally increase Mr. Roten's compensation in its discretion at any time while this Agreement is in effect. Mr. Roten understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the "normal cost" of his retirement

benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA). In the event that the management compensation study currently in process and Board decisions based on that study result in a determination by the County that a change in Mr. Roten's salary is warranted, this Agreement will be reopened for discussion and potential re-negotiation with respect to Mr. Roten's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Roten in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable.

4. Mr. Roten shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement, prorated in 2021 to represent Mr. Roten's June 2 start date. Mr. Roten understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
5. To the extent deemed appropriate by the Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Roten's full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Roten shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County. Mr. Roten understands and agrees that he must take all necessary steps to become reinstated as an active employee by CalPERS. Mr. Roten shall be solely responsible for complying with any applicable CalPERS requirements or policies related to that reinstatement and shall reimburse County for any costs incurred by the County (other than staff time providing necessary documentation or records or responding to information requests from CalPERS) arising out of or related to his reinstatement.

7. Mr. Roten understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Roten cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Roten’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
8. Consistent with the “at will” nature of Mr. Roten’s employment, the Public Works Director may terminate Mr. Roten’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Roten understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Works Director may, in his or her discretion, take during Mr. Roten’s employment.
9. In the event of a termination without cause occurring after twelve (12) months of employment under this Agreement, Mr. Roten shall receive as severance pay a lump sum equal to six (6) months of salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Roten shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Roten shall receive severance pay equal to six (6) months’ salary in the event that termination occurs after the County has notified Mr. Roten that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no

event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Mr. Roten shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Roten shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Roten may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Roten shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Roten.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Roten's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Roten's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Roten shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Roten is convicted of a crime involving abuse of office or position.
14. Mr. Roten acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Roten further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby

knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed by the parties this 18th day of May 2021.

EMPLOYEE

THE COUNTY OF MONO

Paul Roten

By: Jennifer Kreitz, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL