



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Approved Employment Agreement with Equal Opportunity Officer Juan P. Rodriguez.

PASSED AND ADOPTED this 27th day of June 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas Parker and Adams

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting June 27, 2017.

Dated: July 5, 2017
File ID: 17-0687

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

EMPLOYMENT AGREEMENT

THIS AGREEMENT OF EMPLOYMENT (“Agreement”) is entered into as of the date set forth below by and between the COUNTY of MONTEREY (“County” or “Employer”), Juan P. Rodriguez (“Employee”).

RECITALS

WHEREAS, Monterey County has a Board of Supervisors appointed position titled Equal Opportunity Officer (EOO); and

WHEREAS, The County has the need to employ a competent professional to the position of EOO; and

WHEREAS, Juan P. Rodriguez has the skills, training and ability to be the EOO for Monterey County, and;

WHEREAS, Juan P. Rodriguez was appointed by the Board of Supervisors as Interim EOO in July 2016; and

WHEREAS, the Board of Supervisors held a duly noticed Closed Session on June 6, 2017 and appointed Juan P. Rodriguez EOO; and

WHEREAS, the parties desire to set forth the terms of the employment arrangements in an agreement.

TERMS

Now therefore, the parties agree to the following terms:

1. **Term of Agreement.** The term of employment as EOO shall commence on June 6, 2017 and continue until terminated as set forth below.
2. **Terms and Conditions.** Reference in this Agreement to the letters below shall be to the information set forth following each letter.
 - A. **Name of employee:** Juan P. Rodriguez
 - B. **Department:** Equal Opportunity
 - C. **County Job Title:** Equal Opportunity Officer

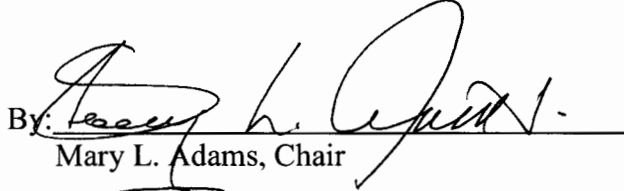
- D. **Scope of Work/Job Duties:** Perform all duties and functions expected of the EOO within the best practices of the industry, under County ordinances and policies, the laws of the State of California and the laws of the United States. Employee recognizes that the position of Monterey County Equal Opportunity Officer is high profile with the expectation of meeting the highest professional and ethical standards.
- E. **Hiring Authority/Management/Evaluations:** Pursuant to County Code, Employee is appointed by the Board of Supervisors. Management and Supervision of Employee will be by the Board of Supervisors.
- F. **Status of Employee – At-Will:** In executing this Agreement, Employee specifically acknowledges that his employment status pursuant to this Agreement, State law and the County Code is” At-Will” subject only to the terms and conditions contained or specifically referenced herein. It is expressly agreed by the parties hereto that no work, act, commission or omission of the Employee or County of Monterey shall be construed to make or render employee’s status anything but “At Will.” “At-will” shall mean serving at the pleasure of the Board of Supervisors which service and employment may be terminated at any time, for any reason and/or for no reason.
- G. **Compensation and Benefits:** Effective June 6, 2017 Employee is hired as Monterey County Equal Opportunity Officer at Step 6 of the current EOO salary range as set forth in the County Salary Schedule as of June 6, 2017. Employee is entitled to the same benefits and salary changes and advances as other “Y” unit County employees. Employee recognizes that he is a full-time executive level employee expected to work normal business hours and often in excess of normal business hours without additional compensation.
- H. **Discrimination, Sexual Harassment, Workplace Violence and Other County Policies:** The Employer has policies that prohibit discrimination in any of its forms, including sexual harassment, and which forbids violence in the workplace or anywhere else having a nexus with the workplace. Employee’s signature on this Agreement constitutes Employee’s promise to become and remain informed regarding such policies, and to fully comply therewith. Employee shall comply with all County regulations, ordinances, policies procedures as adopted or amended from time to time, whether referenced in this Agreement or not.
- I. **Termination by Notice:** Either party may terminate the employment in its/his sole discretion without cause or penalty and conditioned only upon written notice by one to the other and effective immediately upon notice.

J. **Severance Payment:** In recognition that the employment status herein is "At-Will" with no right to permanent employment and therefore can be terminated at any time and for any reason and/or no reason, Employer and Employee agree that upon termination, Employee shall be paid a sum equal to six months (180 days) salary without benefits. Employee recognizes that under no circumstances shall he be entitled to any compensation upon termination except for said Severance Payment. Employer and Employee also agree that the Severance Payment shall not be due and payable to Employee if he is terminated for malfeasance, violation of law or unethical behavior.

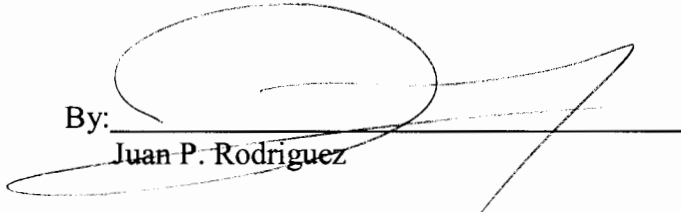
K. **Outside Employment:** No outside employment shall be undertaken by Employee which does or may present a conflict of interest, or which has or may have the appearance of a conflict of interests with the duties and obligations of the Employee under the provisions of this Agreement. No outside employment may be undertaken without consent of the Chair of the Board of Supervisors.

IN WITNESS WHEREOF, the parties have executed this day and year written below.

Dated: ~~June~~ July 5, 2017

By: 
Mary L. Adams, Chair

Dated: June 30, 2017

By: 
Juan P. Rodriguez

APPROVED AS TO FORM


Charles J. McKee
County Counsel