

Exhibit A

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”), made by and between the City of Paso Robles, a California municipal corporation (“City”) and Chris Huot (“Employee”), an individual, both of whom agree as follows:

RECITALS

1. Employee is currently employed as the City’s Assistant City Manager;
2. The current City Manager is on an extended leave of absence of indefinite duration;
3. City is interested in employing Employee, on an interim basis, as the Interim City Manager, and Employee is willing to accept and perform that interim appointment;
4. For the duration of this Agreement, Employee will fill both the role of Assistant City Manager on an as needed basis, or assign the duties to other employees as necessary, and Interim City Manager;
5. Following completion of the interim assignment, Employee will return to the position of Assistant City Manager; and
6. The parties desire to set forth the terms and conditions of the interim assignment;

NOW, THEREFORE, the parties agree as follows:

Section 1. Appointment; Duties and Authority

City agrees to appoint Employee as Interim City Manager, effective August 12, 2024, to perform the functions and duties specified in the City Manager job description, the City’s Municipal Code, provisions of state law, and the directions of the City Council. Employee is subject to the direction and oversight of the City Council, and is appointed “at will,” meaning that the employee serves in the capacity of Interim City Manager at the pleasure of the City Council. During this time, Employee will continue to perform the duties of Assistant City Manager on an as needed basis or shall assign those duties to other employees as necessary. Subject to the oversight of the City Council, Employee has discretion to structure his time and prioritize tasks to ensure that necessary functions of each position are adequately fulfilled.

Section 2. Hours of Work.

Employee is exempt under applicable wage and hour laws and is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City’s regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee’s position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City’s behalf). As such, Employee’s daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the City Council. City recognizes that Employee may, from time to time, conduct business in a remote setting in compliance with the City’s approved telework policy.

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Section 3. Performance Evaluation

During this interim assignment, Employee is subject to the City Council's evaluation of performance, at time(s) selected by the City Council.

Section 4. Compensation

A. **Salary:** Effective August 12, 2024, Employee will receive a gross base salary of \$247,033.80. Effective August 18, 2024, Employee will receive a gross base salary of \$256,915.10 annually (which is within the payrate established in the City's salary schedule for the City Manager position). Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings. Salary changes approved for and applied to any other employees of City shall not be applied to Employee in this interim appointment unless the City Council expressly provides that they shall apply. All compensation to which he is entitled for the Interim City Manager assignment is incorporated into the annual salary listed above.

B. **Retroactivity:** It is recognized that Employee has been acting in the capacity of the Acting City Manager since August 12, 2024. City agrees to retroactively apply salary in section A back to that date and Employee will be paid any previous accrued earnings in one lump sum in the first pay period after the execution of this agreement.

C. **Benefits:**

Automobile. Employee's duties require that he have the use of a personal automobile at all times during his employment with the City. In recognition of that fact, Employee shall receive a car allowance of \$230.77 each completed pay period. The parties intend for this taxable allowance to be in lieu of reimbursement on an itemized basis for mileage, gas, insurance, maintenance of a vehicle, etc. Employee is not eligible for and shall not be separately reimbursed for mileage driven in his personal vehicle. Employee shall be responsible for maintaining liability, property and comprehensive insurance on his personal vehicle.

With the exception of the Automobile benefit, while serving in the capacity of Interim City Manager, Employee shall continue to receive the same benefits of employment provided to him in connection with his position as Assistant City Manager.

Professional Dues, Associations, and Related Activities: Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the League of California Cities, and such other national, regional, state and local governmental groups and committees in which Employee serves as a member.

Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer.

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Section 5. Retirement

A. **CalPERS:** For the duration of the Interim City Manager assignment, Employee shall remain eligible for participation in CalPERS.

B. **Deferred Compensation.** Employee is eligible for participation in a deferred compensation plan if otherwise provided by the City.

Section 6. Term and Termination

Subject to the terms and conditions of this Agreement, Employee shall remain in the position of Interim City Manager for the duration of the current City Manager's leave of absence. At the completion of the Interim City Manager assignment, Employee shall return to the position of Assistant City Manager.

Section 7. Termination

A. **Termination by City.** Employee understands and agrees that, in this interim assignment, Employee works at the will and pleasure of the City Council, and that Employee may be removed from the Interim City Manager position at any time, with or without cause, without any due process rights. Upon any such removal, or at the completion of the assignment, Employee will resume the position of Assistant City Manager. Notice of re-assignment shall be provided to Employee in writing.

B. **Termination of Interim Assignment by Employee.** Employee may voluntarily terminate this interim assignment at any time by giving not less than fourteen (14) days' notice. Upon receipt by the City of Employee's notice to voluntarily terminate pursuant to this provision, the City shall return Employee to the Assistant City Manager position at any date within that 14-day notice period. Employee will be paid for the Interim Assignment for the days it was performed, with the Assistant City Manager salary resuming upon the effective date of return to that position.

C. **Termination of Employment by Employee.** Employee may voluntarily terminate employment with the City at any time by giving not less than fourteen (14) days' notice. Upon receipt of voluntary termination, the City may, at its option, relieve Employee of duty effective any date prior to the end of such period, provided that the City pays Employee all salary that would have been earned by the Employee through the balance of the notice period.

D. **Return to Former Position.** Employee currently holds the position of Assistant City Manager. City agrees to keep the Assistant City Manager position available during the Term of this Agreement. Should Employee's service as Interim City Manager be terminated, Employee may (at his discretion) resume his duties as the Assistant City Manager ("Reinstatement Right") with all the rights and protections of that position.

Section 8. Indemnification

City shall indemnify and defend Employee in accordance with the California Government Claims Act. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

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Section 9. Notices

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

Attn: Mayor John Hamon

Employee: Chris Huot
Mailing address last on file with City

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

Section 10. General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between City and Employee with respect to the interim appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C. **Effective Date.** This Agreement shall become effective, and Employee's employment shall commence on August 12, 2024.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. **Statutory Requirements.** This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

F. **Attorney's Fees.** If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action. Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

G. **Governing Law and Venue.** This Agreement shall be governed by and construed in

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accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in San Luis Obispo County, California.

H. **Representation by Counsel.** The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

I. **Waiver.** Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

J. **Counterparts.** The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

EMPLOYER:

CITY OF PASO ROBLES

By: _____
Mayor John Hamon

Date

EMPLOYEE:

By: _____
Chris Huot
Interim City Manager

Date

APPROVED AS TO FORM:

By: _____
Elizabeth Hull, City Attorney

Date