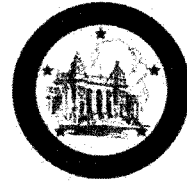


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.18
(ID # 6092)

MEETING DATE:

Tuesday, February 6, 2018

FROM : HUMAN RESOURCES AND SALTON SEA AUTHORITY :

SUBJECT: HUMAN RESOURCES AND SALTON SEA AUTHORITY: Employment Agreements between Phillip Johnson, Lisa Bravata, Salton Sea Authority, and the County of Riverside; and amend Ordinance No. 440 pursuant to Resolution No. 440-9073 submitted herewith, District 4. [Ongoing Cost - \$183,948] [Salton Sea Authority - Fund 51000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Employment Agreement between Phillip Johnson, Salton Sea Authority, and the County of Riverside; and
2. Approve the attached Employment Agreement between Lisa Bravata, Salton Sea Authority, and the County of Riverside; and
3. Amend Ordinance No. 440 pursuant to Resolution No. 440-9073 submitted herewith.

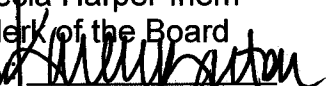
ACTION: Policy


Michael Stock, Assistant CEO/ Director of Human Resources 1/2/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9073 is adopted as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 6, 2018
xc: HR

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$99,049	\$183,948	N/A	\$183,948
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Salton Sea Authority Fund: 51000-946001			Budget Adjustment: No	
			For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Salton Sea Authority (SSA) is a joint powers agency chartered by the State of California by a Joint Powers Agreement on June 2, 1993, for the purpose of ensuring the beneficial uses and comprehensive restoration of the Salton Sea. The SSA is governed by a Board of Directors and employs an Executive Director and other administrative staff to support the day-to-day operations of the organization. On August 26, 1997, the SSA opted to have the County administer its positions, pay and benefits. Under this arrangement, the County pays the salary and benefits and the SSA reimburses the County in full.

The SSA has determined that they will fill an Administrative Services Analyst II-CE position, which will function as the Assistant Executive Director for the SSA. The incumbent appointed by the SSA to fill this position is Phillip Johnson. Additionally, the SSA has determined that it will also fill a Secretary I – C position, which will provide administrative support for the organization. The individual appointed by the SSA to fill the Secretary I – C position is Lisa Bravata.

The SSA, in cooperation with the County Executive Office, County Counsel, and Human Resources Department, negotiated the compensation, benefits, and other terms and conditions of employment for both Mr. Johnson and Ms. Bravata, which are formalized in the attached Employment Agreements. The Employment Agreements require Board of Supervisors approval in order to establish Mr. Johnson and Ms. Bravata as County employees.

There is no cost associated with this request, as all salary and benefits costs to the County will be reimbursed in full by the SSA.

Impact on Residents and Businesses

There is no anticipated impact to citizens or businesses as a result of the Employment Agreements.

Additional Fiscal Information

The cost associated with this request is comprised of the maximum salary and benefits of the positions to which both Mr. Johnson and Ms. Bravata will be appointed. However, both starting salaries will be below the top of the respective salary ranges.

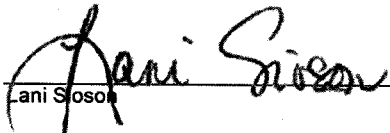
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

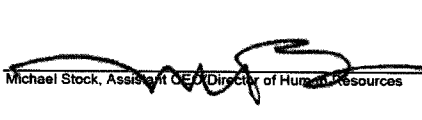
Contract History and Price Reasonableness


The attached Employment Agreements will employ Mr. Johnson and Ms. Bravata in an at-will status. Costs associated with this request will be paid from existing SSA funds and will not impact the General Fund.

ATTACHMENTS:

- A. EMPLOYMENT AGREEMENT BETWEEN PHILLIP JOHNSON, SALTON SEA AUTHORITY, AND THE COUNTY OF RIVERSIDE;**
- B. EMPLOYMENT AGREEMENT BETWEEN LISA BRAVATA, SALTON SEA AUTHORITY, AND THE COUNTY OF RIVERSIDE;**
- C. RESOLUTION NO. 440-9073.**


Lani Sison 1/30/2018


Michael Stock, Assistant Director of Human Resources 1/2/2018


Gregory V. Priamos, Director County Counsel 1/2/2018

1 RESOLUTION NO. 440-9073

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on February 6, 2018, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the
5 Assistant County Executive Officer/Human Resources Director is authorized to make the following listed
6 change(s), operative on the date of approval, as follows:

7
8 Job
9

<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
74110	+ 1	946001	Administrative Services Analyst II - CE
13922	+ 1	946001	Secretary I - C

10
11
12


13 ROLL CALL:

14 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
15 Nays: None
16 Absent: None

17 The foregoing is certified to be a true copy of a resolution duly
18 adopted by said Board of Supervisors on the date therein set forth.

19 KECIA HARPER-IHEM, Clerk of said Board

20 By


Deputy

21
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27 /kc
12/29/2017
28 440 Resolutions\KC

02.06.18 3.18

**EMPLOYMENT AGREEMENT BETWEEN PHILLIP JOHNSON,
SALTON SEA AUTHORITY AND COUNTY OF RIVERSIDE**

This employment agreement (hereinafter "Agreement") is made and entered into between Phillip Johnson (hereinafter "Johnson"), the Salton Sea Authority (hereinafter "Authority") and the County of Riverside (hereinafter "County") in order to provide, in writing, the terms and conditions for the employment of Johnson by the County, under direction of the Authority.

RECITALS

WHEREAS, the Salton Sea Authority contracts with the County for staff and support services pursuant to a Memorandum of Understanding dated August 26, 1997, as subsequently amended (hereinafter "MOU"); and,

WHEREAS, Authority and County desire to employ Johnson as a County employee to perform the functions of Administrative Services Analyst II-CE of the Authority under the direction of the Authority's GM/Executive Director, but subject to the terms of this Agreement, and not principally subject to the County Personnel Ordinance, Ordinance 440;

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Employment

The County hereby agrees to employ Johnson, and Johnson agrees and does accept employment subject to the direction of the GM/Executive Director of the Authority upon the terms and conditions set forth herein.

2. Duties

(a) Johnson shall continue to hold the title of Assistant Executive Director for the Salton Sea Authority and shall perform the functions included in the County classification for Administrative Services Analyst II-CE. In said capacity, Johnson shall do and perform all services, acts, or things necessary or advisable to conduct the business of the Authority, subject at all times to applicable state and federal laws, and the policies, ordinances, resolutions and rules adopted by the Authority Board of Directors, as further described in Exhibit "A".

(b) In addition, Johnson shall perform such other duties as directed by the GM/Executive Director of the Authority, maintain a record of activities performed on behalf of the Authority, and keep the Authority's GM/Executive Director informed as to these activities.

3. Compensation and Work Schedule

(a) Johnson shall receive a regular base hourly rate of \$26.00 per hour (\$54,080 per annum) and shall be exempt from the overtime provisions of the Fair Labor Standards Act. The Authority shall review Johnson's compensation at 1 year intervals and

Johnson shall receive such merit pay increases commensurate with performance as may be determined by the Authority's GM/Executive Director in his sole discretion.

(b) Authority shall reimburse Johnson for all reasonable expenses incurred in connection with Authority business, pursuant to the Authority's Travel & Meeting Reimbursement Policy. Expenditures shall be reimbursable if, and only if, approval is obtained from the Authority pursuant to its Policy. Authority, and not the County, will be responsible for reviewing the appropriateness of such reimbursements.

(c) Johnson shall accrue Annual Leave at a rate of 8.92 hours per biweekly pay period (232 hours per year) for the first 3 years; 10.46 hours per biweekly pay period (272 hours per year) for years 4-9 and 12 hours per biweekly pay period (312 hours per year) for years 10 and above. Maximum Annual Leave accumulation is 1800 hours. Any request to take Annual Leave must be submitted for approval to the GM/Executive Director of the Authority, who will endeavor to schedule Annual Leave at the mutual convenience of the Authority and Johnson.

(d) Johnson shall be allowed 5 days of bereavement leave per year (3 days are County paid; 2 days can be taken from use of accrued Annual Leave balance).

(e) Johnson shall be provided life insurance, disability and retirement benefits consistent with those provided to exempt County management employees. Medical, dental and other benefits provided by the County's flexible benefit plan shall also be provided.

(f) Subsequent to the date of this Agreement, periodic changes in benefits which accrue to exempt management employees of the County shall accrue to Johnson, to the extent those benefits are included in this agreement.

4. Term

(a) The term of this Agreement and the employment of Johnson pursuant to this Agreement shall commence on January 1, 2018 and continue for a period of one (1) year, unless earlier terminated as provided at Section 5, below.

(b) This Agreement shall automatically be extended for an additional term(s) of twelve (12) months, unless earlier terminated as provided in Section 5 or the Authority notifies Johnson in writing at least three (3) months prior to the expiration of the initial term or any subsequent term that the Authority intends that this Agreement should terminate at the end of the then applicable term.

5. Termination

(a) Resignation.

Johnson may resign and thereby terminate this Agreement at any time upon giving at least fourteen (14) days advance written notice to the Authority Board of Directors and County. Termination shall be effective upon the last day of such notice period, provided that the Authority may, within such fourteen (14) days, direct Johnson not to perform any of the duties

described herein. Upon such termination, Johnson shall not be entitled to any severance pay or other compensation of any kind.

(b) Termination With or Without Cause.

The County and/or the Authority, in their sole discretion, may terminate Johnson's employment, and thereby terminate this Agreement, at any time and for any reason. It is understood and agreed that Johnson serves at the will and pleasure of the Authority Board of Directors and the County, that his employment may be terminated with or without notice, with or without cause, and that no reason need be given for such termination. Upon termination pursuant to this provision:

(i) Johnson shall have no right to any hearing or other review of the reasons for his termination by the County and Authority. Johnson hereby expressly waives any and all such rights he might otherwise be entitled to by law or which may be applicable to other employees of the County.

(c) Termination for Other Reasons

(i) The employment of Johnson and this Agreement shall automatically terminate upon the death of Johnson or upon the termination of his employment because of a permanent disability which prevents Johnson from performing the essential functions of his position, with or without reasonable accommodation, for a period of three (3) or more months.

(ii) The determination as to whether Johnson is permanently disabled from performing the essential functions of his position, with or without reasonable accommodation, shall be made by the County based on competent medical authority(ies).

(iii) Neither Johnson nor his heirs, administrators, successors or assigns shall have any right under this Agreement to any additional salary following the termination of this Agreement due to Johnson's death or disability.

(d) Johnson, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the County's or Authority's termination of his employment or this Agreement with or without cause.

(e) Pursuant to Government Code sections 53243-53243.4 (and as these sections may be amended), if the officer or employee is convicted of a crime involving an abuse of his office or position, the officer or employee shall fully reimburse to the local agency for: (1) any leave salary paid pending an investigation; and (2) any cash settlement related to the termination of the employee or officer. "Abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; and (b) a crime against public justice, including, but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(f) In accordance with Government Code section 53260 (and as this section may be amended), the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. This is the maximum ceiling on the amount that may be paid by the local agency to an employee, in the sole discretion of the local agency and is not a target example of the amount of the cash settlement to be paid by the local agency to the employee.

6. Fitness for Duty Examination

(a) Johnson agrees to undergo a fitness for duty medical examination annually and/or at any time pursuant to the direction of the Authority. Said examination shall be made by a licensed physician selected and/or approved by the County.

(b) Johnson hereby acknowledges and agrees that a statement and/or report regarding his fitness for duty shall be obtained from the physician and filed with the Authority, which shall keep such statement and/or report confidential.

(c) Johnson hereby agrees to execute any and all documents required by state and/or federal law for certifying Johnson's consent to said medical examination and consent to the release of medical information to the County.

(d) The costs of said medical examination and report shall be paid by the Authority.

7. Performance Review

Johnson's performance may be reviewed from time to time as deemed necessary or desirable in the sole discretion of the Authority's GM/Executive Director.

8. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by all parties. This Agreement does not, however, restrict the County's unilateral right to add to, modify, or delete provisions of Ordinance 440. Any such additions, modifications, or deletions of provisions to which Johnson is subject shall apply to Johnson in the same manner that they apply to other employees, provided that the express terms of this Agreement shall still be controlling to the extent that they conflict with any such addition, modification, or deletion.

9. Effect of Waiver

The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other parties shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

10. Successors and Assignment

Neither this Agreement, nor any right, privilege, or obligation of Johnson hereunder shall be assigned or transferred by him without the prior written consent of the County and Authority. Any attempt at assignment or transfer in violation of this provision shall, at the option of the County and Authority, be null and void and may be considered a material breach of this Agreement.

11. Entire Agreement

(a) This Agreement shall be interpreted and enforced in conjunction with, and to be consistent with, the MOU between the County and the Authority as it currently exists or is hereinafter amended. This Agreement supersedes any and all other agreements between the County, Authority and Johnson, whether oral, in writing, express or implied.

(b) This Agreement and the MOU contain all of the covenants and agreements between the parties with respect to Johnson's employment by the County in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, or in the MOU, and that no other agreement, statement or promise not contained in this Agreement or the MOU shall be valid or binding on either party. It is expressly agreed that the County's personnel rules, policies and regulations shall not be applicable to Johnson except as expressly incorporated herein.

12. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

15. Notices

(a) Any notices to be given hereunder by any party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested.

(b) Mailed notices shall be addressed to the following respective addresses:

- (i) Phillip Johnson
5059 Quail Road, #49
Riverside, CA 92507
- (ii) Salton Sea Authority
82995 Highway 111, Suite 200
Indio, CA 92201
Attn: President of the Board of Directors
- (iii) County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501-3651
Attn: County Executive Officer

(c) Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date of mailing, plus two (2) calendar days.

16. Interpretation

This Agreement has been negotiated by all parties to the Agreement. Any ambiguity in the Agreement or the terms, or provisions contained therein, shall not be interpreted against the drafter of the Agreement.

17. Approval by Authority and County

This Agreement is subject to the approval of the Board of Directors of Authority and the Board of Supervisors of County, and upon such approval shall be effective for the term specified in Section 4, above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 7th day of December, 2017.

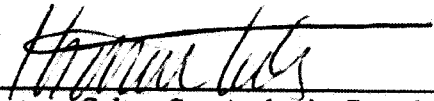
JOHNSON

By: 
Phillip Johnson

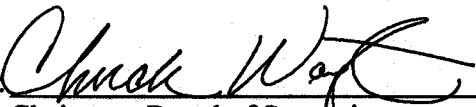
SALTON SEA AUTHORITY

By: 
Phil Rosentrater, GM, Exec. Director

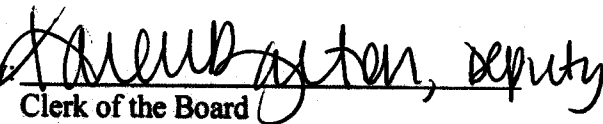
ATTEST:

By: 
Secretary, Salton Sea Authority Board of Directors

COUNTY OF RIVERSIDE

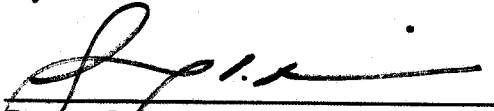
By: 
Chairman, Board of Supervisors
Chuck Washington

ATTEST:

By: 
Clerk of the Board

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: 
Deputy County Counsel

**EMPLOYMENT AGREEMENT BETWEEN LISA BRAVATA,
SALTON SEA AUTHORITY AND COUNTY OF RIVERSIDE**

This employment agreement (hereinafter "Agreement") is made and entered into between Lisa Bravata (hereinafter "Bravata"), the Salton Sea Authority (hereinafter "Authority") and the County of Riverside (hereinafter "County") in order to provide, in writing, the terms and conditions for the employment of Bravata by the County, under direction of the Authority.

RECITALS

WHEREAS, the Salton Sea Authority contracts with the County for staff and support services pursuant to a Memorandum of Understanding dated August 26, 1997, as subsequently amended (hereinafter "MOU"); and,

WHEREAS, Authority and County desire to employ Bravata as a County employee to perform the functions of Secretary I-C of the Authority under the direction of the Authority's GM/Executive Director, but subject to the terms of this Agreement, and not principally subject to the County Personnel Ordinance, Ordinance 440;

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Employment

The County hereby agrees to employ Bravata, and Bravata agrees and does accept employment subject to the direction of the GM/Executive Director of the Authority upon the terms and conditions set forth herein.

2. Duties

(a) Bravata shall continue to hold the title of Administrative Assistant for the Salton Sea Authority and shall perform the functions included in the County classification for Secretary I-C. In said capacity, Bravata shall do and perform all services, acts, or things necessary or advisable to conduct the business of the Authority, subject at all times to applicable state and federal laws, and the policies, ordinances, resolutions and rules adopted by the Authority Board of Directors, as further described in Exhibit "A".

(b) In addition, Bravata shall perform such other duties as directed by the GM/Executive Director of the Authority, maintain a record of activities performed on behalf of the Authority, and keep the Authority's GM/Executive Director informed as to these activities.

3. Compensation and Work Schedule

(a) Bravata shall receive a regular base hourly rate of \$17.32 per hour (\$36,025.60 per annum) and shall not be exempt from the overtime provisions of the Fair Labor Standards Act. The Authority shall review Bravata's compensation at 1 year intervals and

Bravata shall receive such merit pay increases commensurate with performance as may be determined by the Authority's GM/Executive Director in his sole discretion.

(b) Authority shall reimburse Bravata for all reasonable expenses incurred in connection with Authority business, pursuant to the Authority's Travel & Meeting Reimbursement Policy. Expenditures shall be reimbursable if, and only if, approval is obtained from the Authority pursuant to its Policy. Authority, and not the County, will be responsible for reviewing the appropriateness of such reimbursements.

(c) Bravata shall accrue vacation leave at a rate of 3.08 hours per biweekly pay period (80 hours per year) for the first 3 years; 4.62 hours per biweekly pay period (120 hours per year) for years 4-9 and 6.16 hours per biweekly pay period (160 hours per year) for years 10 and above. Maximum Vacation leave accumulation is 480 hours. Any request to take vacation leave must be submitted for approval to the GM/Executive Director of the Authority, who will endeavor to schedule vacation leave at the mutual convenience of the Authority and Bravata.

(d) Bravata shall accrue sick leave at a rate of 4.0 hours per biweekly pay period with unlimited accrual. Bravata shall be allowed 5 days of bereavement leave per year (3 days are County paid; 2 days can be taken from use of accrued sick leave balance).

(e) Bravata shall be provided life insurance, disability and retirement benefits consistent with those provided to non-exempt County management employees. Medical, dental and other benefits provided by the County's flexible benefit plan shall also be provided.

(f) Subsequent to the date of this Agreement, periodic changes in benefits which accrue to non-exempt management employees of the County shall accrue to Bravata, to the extent those benefits are included in this agreement.

4. Term

(a) The term of this Agreement and the employment of Bravata pursuant to this Agreement shall commence on January 1, 2018 and continue for a period of one (1) year, unless earlier terminated as provided at Section 5, below.

(b) This Agreement shall automatically be extended for an additional term(s) of twelve (12) months, unless earlier terminated as provided in Section 5 or the Authority notifies Bravata in writing at least three (3) months prior to the expiration of the initial term or any subsequent term that the Authority intends that this Agreement should terminate at the end of the then applicable term.

5. Termination

(a) Resignation.

Bravata may resign and thereby terminate this Agreement at any time upon giving at least fourteen (14) days advance written notice to the Authority Board of Directors and County. Termination shall be effective upon the last day of such notice period, provided that the

Authority may, within such fourteen (14) days, direct Bravata not to perform any of the duties described herein. Upon such termination, Bravata shall not be entitled to any severance pay or other compensation of any kind.

(b) Termination With or Without Cause.

The County and/or the Authority, in their sole discretion, may terminate Bravata's employment, and thereby terminate this Agreement, at any time and for any reason. It is understood and agreed that Bravata serves at the will and pleasure of the Authority Board of Directors and the County that her employment may be terminated with or without notice, with or without cause, and that no reason need be given for such termination. Upon termination pursuant to this provision:

(i) Bravata shall have no right to any hearing or other review of the reasons for her termination by the County and Authority. Bravata hereby expressly waives any and all such rights she might otherwise be entitled to by law or which may be applicable to other employees of the County.

(c) Termination for Other Reasons

(i) The employment of Bravata and this Agreement shall automatically terminate upon the death of Bravata or upon the termination of her employment because of a permanent disability which prevents Bravata from performing the essential functions of her position, with or without reasonable accommodation, for a period of three (3) or more months.

(ii) The determination as to whether Bravata is permanently disabled from performing the essential functions of her position, with or without reasonable accommodation, shall be made by the County based on competent medical authority(ies).

(iii) Neither Bravata nor her heirs, administrators, successors or assigns shall have any right under this Agreement to any additional salary following the termination of this Agreement due to Bravata's death or disability.

(d) Bravata, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the County's or Authority's termination of her employment or this Agreement with or without cause.

(e) Pursuant to Government Code sections 53243-53243.4 (and as these sections may be amended), if the officer or employee is convicted of a crime involving an abuse of his or her office or position, the officer or employee shall fully reimburse to the local agency for: (1) any leave salary paid pending an investigation; and (2) any cash settlement related to the termination of the employee or officer. "Abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; and (b) a crime against public justice, including, but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(f) In accordance with Government Code section 53260 (and as this section may be amended), the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. This is the maximum ceiling on the amount that may be paid by the local agency to an employee, in the sole discretion of the local agency and is not a target example of the amount of the cash settlement to be paid by the local agency to the employee.

6. Fitness for Duty Examination

(a) Bravata agrees to undergo a fitness for duty medical examination annually and/or at any time pursuant to the direction of the Authority. Said examination shall be made by a licensed physician selected and/or approved by the County.

(b) Bravata hereby acknowledges and agrees that a statement and/or report regarding her fitness for duty shall be obtained from the physician and filed with the Authority, which shall keep such statement and/or report confidential.

(c) Bravata hereby agrees to execute any and all documents required by state and/or federal law for certifying Bravata's consent to said medical examination and consent to the release of medical information to the County.

(d) The costs of said medical examination and report shall be paid by the Authority.

7. Performance Review

Bravata's performance may be reviewed from time to time as deemed necessary or desirable in the sole discretion of the Authority's GM/Executive Director.

8. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by all parties. This Agreement does not, however, restrict the County's unilateral right to add to, modify, or delete provisions of Ordinance 440. Any such additions, modifications, or deletions of provisions to which Bravata is subject shall apply to Bravata in the same manner that they apply to other employees, provided that the express terms of this Agreement shall still be controlling to the extent that they conflict with any such addition, modification, or deletion.

9. Effect of Waiver

The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other parties shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

10. Successors and Assignment

Neither this Agreement, nor any right, privilege, or obligation of Bravata hereunder shall be assigned or transferred by her without the prior written consent of the County and Authority. Any attempt at assignment or transfer in violation of this provision shall, at the option of the County and Authority, be null and void and may be considered a material breach of this Agreement.

11. Entire Agreement

(a) This Agreement shall be interpreted and enforced in conjunction with, and to be consistent with, the MOU between the County and the Authority as it currently exists or is hereinafter amended. This Agreement supersedes any and all other agreements between the County, Authority and Bravata, whether oral, in writing, express or implied.

(b) This Agreement and the MOU contain all of the covenants and agreements between the parties with respect to Bravata's employment by the County in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, or in the MOU, and that no other agreement, statement or promise not contained in this Agreement or the MOU shall be valid or binding on either party. It is expressly agreed that the County's personnel rules, policies and regulations shall not be applicable to Bravata except as expressly incorporated herein.

12. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

15. Notices

(a) Any notices to be given hereunder by any party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested.

(b) Mailed notices shall be addressed to the following respective addresses:

- (i) Lisa Bravata
53600 Avenida Juarez
La Quinta, CA 92253
- (ii) Salton Sea Authority
82995 Highway 111, Suite 200
Indio, CA 92201
Attn: President of the Board of Directors
- (iii) County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501-3651
Attn: County Executive Officer

(c) Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date of mailing, plus two (2) calendar days.

16. Interpretation


This Agreement has been negotiated by all parties to the Agreement. Any ambiguity in the Agreement or the terms, or provisions contained therein, shall not be interpreted against the drafter of the Agreement.

17. Approval by Authority and County

This Agreement is subject to the approval of the Board of Directors of Authority and the Board of Supervisors of County, and upon such approval shall be effective for the term specified in Section 4, above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 7th day of December, 2017.

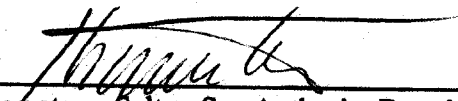
BRAVATA

By: 
Lisa Bravata

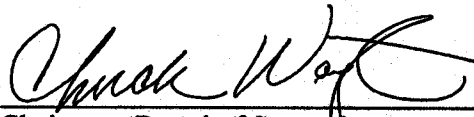
SALTON SEA AUTHORITY

By: 
Phil Rosentrater, GM, Exec. Director

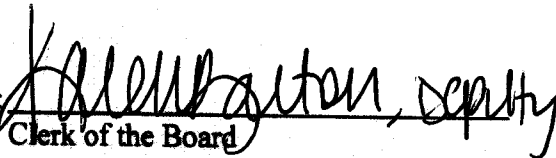
ATTEST:

By: 
Secretary, Salton Sea Authority Board of Directors

COUNTY OF RIVERSIDE

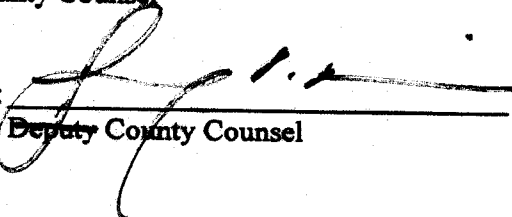
By: 
Chairman, Board of Supervisors
Chuck Washington

ATTEST:

By: 
Clerk of the Board

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: 
Deputy County Counsel