

**MEMORANDUM
PERSONNEL DEPARTMENT
COUNTY OF PLACER**

To: Board of Supervisors
From: Nancy Nittler, Personnel Director *nn*
Date: June 12, 2012
Subject: Selection of a County Executive Officer

ACTION REQUESTED

After final selection, approve appointment of County Executive Officer and authorize the Board Chair to execute the attached Employment Agreement with the selected candidate.

BACKGROUND

With the announced retirement of the previous County Executive Officer, the Board of Supervisors approved a contract with the firm of Ralph Andersen & Associates to conduct a nation-wide search for a new County Executive Officer.

The executive search process for Placer County attracted a strong group of applicants from across California as well as from other states. From this applicant pool, the Board selected the most highly qualified applicants for initial interviews. The Board conducted several subsequent interviews narrowing the field to a small group of finalists with excellent leadership qualities.

As directed by the Board on June 5, 2012, the recruiter has been working with the preferred candidate on proposed terms and conditions of employment for final discussion by the Board on June 12, 2012. In accordance with this direction, attached is a draft Employment Agreement that contains salary and benefit terms in alignment with the Board adopted salary range and benefit package for the County Executive Officer. The annual starting salary reflected in the Employment Agreement is \$215,384, the second step of the County Executive Officer salary range. Under the County's new retirement tier the County Executive Officer will pay the full 7% employee contribution to the CalPERS retirement formula of 2.0% @ age 55.

The benefit package as applied to this Agreement includes 148 hours of management leave per calendar year, 20 days of vacation accrued per year, an annual automobile allowance of \$6,600, a cafeteria plan contribution of \$2,100 per year, a maximum \$750 employer match of \$1.00 for every \$4.00 contributed by the employee to a 401(k) plan and a \$50,000 life insurance policy. This benefit package is consistent with that provided to County department heads and would be prorated based on date of hire.

Other employee benefits applied to this Agreement include sick leave accrual of one day per month, health insurance with 80% of the premium paid by the County, and paid dental, vision and accidental death/dismemberment insurance coverage.

FISCAL IMPACT

In keeping with the economic circumstances and the County's continuing efforts to reduce compensation costs, this Agreement with salary and benefits estimated at \$257,036 would achieve savings in the upcoming fiscal year of approximately 16%. The cost of the County Executive Officer position has been included in the fiscal year 2012-2013 budget for the County Executive Office and no additional funds would be required.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the County of Placer ("Placer County") and _____
_____ ("Employee") and is dated for convenience this ____ day of ____, 2012.

- A. Placer County desires to employ Employee as its County Executive Officer.
- B. Employee desires to serve as the County Executive Officer of Placer County beginning June 18, 2012.
- C. The Placer County Board of Supervisors (hereinafter "Board") as appointing power, and Employee desire to agree in writing to the terms and conditions of Employee's employment as the County Executive Officer.

AGREEMENT

1. DUTIES.

(a) Placer County hereby agrees to employ Employee as County Executive Officer of Placer County to perform the functions and duties as specified in the Placer County Charter, the Placer County Code and other ordinances and resolutions, and to perform other legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform Employee's duties to the best of Employee's ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by Placer County.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law and agrees that Employee will not take any position, paid or otherwise, which may, in any degree conflict or appear to conflict with the duties inherent in the position of Placer County Executive Officer. Prior to performing any services under this Agreement and annually thereafter, the employee must complete disclosure forms required by law.

2. TERM.

(a) The term of this Agreement shall be from the date of execution by the parties, unless terminated by either party in accordance with the provisions set forth in Paragraph 3 or unless terminated by the event of death or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employ of Placer County during the term of this Agreement.

3. RESIGNATION AND TERMINATION.

(a) Employee may resign at any time and agrees to give Placer County thirty (30) days' advance written notice of the effective date of Employee's resignation.

(b) Placer County may terminate Employee upon 30 days written notice.

(c) The parties recognize and affirm that: 1) Employee is an "at will" employee whose employment may be terminated by Placer County without cause; and 2) there is no express or implied promise made to Employee for any form of continued employment.

(d) The decision to terminate may be made in closed session in accordance with the Ralph M. Brown Act.

(e) The Employee may choose to resign Employee's office instead of being terminated if an action by the Board to terminate has been made in closed session. In such an event, paragraph 4 remains applicable.

4. SEVERANCE PAY.

If Employee is terminated by the Board while still willing and able to perform the duties of County Executive Officer, Placer County agrees to pay Employee a cash payment equal to six (6) months base salary (including longevity if applicable) and no other cash compensation or benefits, defined as the rate outlined in the then current range and step of Employee. Employee may at his election continue to receive benefits provided by the County consistent with State or Federal law but the full costs of any such benefits shall be exclusively at the cost of the employee. The County will as required deduct appropriate employee costs for County, State or Federal charges. Such payment will release Placer County from any further obligations under this Agreement and any other provisions of law. Any unpaid, previously accrued leave, including but not limited to vacation, management leave, sick leave, floating holidays, or any other accruable leave that may in effect at the time of severance, will be dispersed in the same manner as then provided to management employees, and as they may be amended from time to time.

In exchange for severance pay, Employee agrees that at the time of payment of the severance Employee will execute a release of all claims related to Employee's employment with Placer County. Provided, however, if Employee is terminated for good cause consisting of acts of moral turpitude Placer County shall have no obligation to continue the employment of

Employee or to pay the severance set forth in this paragraph. If Employee is convicted of a crime involving abuse of office or position, as defined under Government Code Section 53243.4, Employee shall reimburse any paid leave or cash settlement provided by County.

5. SALARY.

Placer County agrees to pay Employee the salary range at ADHD Grade 708, starting at Step 2 for a starting salary of \$215,384. The applicable law, including Placer County ordinances and resolutions relevant to managers and department heads, will control on all elements of payment and accrual of compensation.

6. SUPPLEMENTAL BENEFITS.

Placer County shall also provide the Employee the same benefits and leaves as provided to management employees, commensurate with Employee's appointment as a department head, and as they may be amended from time to time. However, Employee shall accrue vacation leave at the accrual rate of 160 hours a year (6.15 hours per pay period) beginning on June 18, 2012. All actions taken by Placer County relating to benefits for management employees shall be considered actions granting the same benefits to or imposing the same restrictions on Employee. Employee shall be provided up to \$7,500.00 for relocation costs subject to verification of actual costs. Employee shall be provided appropriate basic tools, cell phone, computer, and travel and training costs consistent with the budgetary process for the Office.

7. PERFORMANCE EVALUATION.

The Board shall evaluate Employee's performance at least annually. In addition, every year the Board and Employee will set goals and objectives for the ensuing year. Progress on the salary range set out in Paragraph 5 shall require action at a regular meeting and is expressly conditioned upon the employee receiving a positive performance evaluation.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Board, by resolution or ordinance, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided that such terms and conditions are not inconsistent with provisions of this Agreement or other law. All determinations as to the reportability of any compensation shall be made as mandated by the California Public Employee's Retirement law in effect at the time the compensation is earned, and the County makes no representations or guarantees as to that system's treatment of compensation with respect to total final compensation or service credit.

9. NOTICES.

Any notices required by this Agreement shall be in writing and either given in person or by First Class Mail with the postage prepaid and addressed as follows:

TO: Board of Supervisors
c/o Chairperson
175 Fulweiler Avenue
Auburn, CA 95603

TO EMPLOYEE: _____
175 Fulweiler Avenue
Auburn, CA 95603

10. ASSIGNMENT.

This Agreement is not assignable by either Placer County or Employee. Any assignment by either party shall be void.

11. COOPERATION.

Employee and Placer County agree that at the time of severance they will cooperate fully in executing any and all further documents and taking any additional action necessary to carry out the intent of this Agreement.

12. SEVERABILITY.

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are either wholly inseparable from or cause a failure of consideration regarding the remaining portion of the Agreement.

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13. COUNTERPARTS.

This Agreement may be executed simultaneously in counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

_____, Employee

JENNIFER MONTGOMERY, Chair
Placer County Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL