MEMORANDUM
OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Teri Ivaldi, Senior Administrative Aide

DATE: December 09, 2014

SUBJECT: Approve a six-month District 2 Assistant Aide contract for services with Lyndell Grey for general administrative assistance at salary schedule Unclassified Grade UA4 Step (1) for the amount of $10,626.67.

ACTION REQUESTED

Approve a six-month District 2 Assistant Aide contract for services with Lyndell Grey for general administrative assistance at salary schedule Unclassified Grade UA4 Step (1) for the amount of $10,626.67. The salary schedule for this position has been adjusted 2% to remain consistent with the Cost of living increase granted to confidential and unclassified non-management employees in November, 2014.

BACKGROUND

On January 23, 2007, your Board approved Ordinance 5054-B, providing for the appointment of personal staff for members of the Board of Supervisors. Contractual part-time staffing may be hired on a six-month basis to provide services related to the creation and maintenance of the District Supervisor's web page and provide other general administrative support to the Administrative Aide as needed by the District Supervisor.

Examples of duties for this contract includes: creation and maintenance of accurate and up to date information on specified web page; write, research and take photographs in support of District Supervisor's goals; coordinate with District Aide or County staff in establishing guidelines for information on the Supervisor's web page; perform research and assist in resolving constituent problems, including follow up and appropriate referrals; research documents, legislation and collect data pertinent to a wide variety of community, private interest and governmental issues (Full description attached).

FISCAL IMPACT

These part-time contracted positions are limited to 480 hours per six-month period and compensated at an hourly rate of $22.13. These positions do not include benefits. Funding for this contract is contained within the budget of the Board of Supervisors.

DESCRIPTION:
CONTRACT EMPLOYMENT AGREEMENT
Board of Supervisors District 2, District Assistant Aide

CONTRACT NO. 12171-R
BEGINS: January 01, 2015
ENDS: June 30, 2015
ADMINISTERING AGENCY: BOS

This agreement is between the County of Placer and LYNDELL GREY ("Employee") and is dated January 01, 2015.

RECITALS

A. The position of Board of Supervisors' District Assistant Aide is a unique position in Placer County employment in that the employee filling the position is selected and supervised by the individual member of the Board of Supervisors for whom the employee is contracted to assist. Should the particular Supervisor leave office, his/her District Assistant Aide is separated from employment. District Assistant Aides are also subject to the administrative supervision and control of the County Executive Officer or designee.

B. Supervisor Robert M. Weygandt, and the County Executive Officer for the County of Placer are, jointly and individually, the appointing (hereinafter "Appointing Authority"). The Appointing Authority and Employee desire to agree in writing to the terms and conditions of this appointment as District Assistant Aide.

C. At the request of Supervisor Robert M. Weygandt, Placer County desires to employ Employee in the position of District Assistant Aide for the District 2 Supervisor, in the Placer County Board of Supervisors' Office. Employee desires to serve as District Assistant Aide for the District 2 Supervisor of the Board of Supervisors' Office for the County of Placer beginning January 01, 2015.

AGREEMENT

1. APPOINTMENT
   Placer County hereby agrees to employ Employee as a District Assistant Aide for the District 2 Supervisor in the Board of Supervisors' Office of Placer County.

2. DUTIES
   A. To perform the functions and duties as generally set out in the attached Exhibit A. Employee shall cooperate in any and all investigations being undertaken by or on behalf of the County. Employee shall cooperate with the County's attorney or risk manager with respect to any and all litigation or potential litigation in which the County has an interest, or other litigation or legal process in which the County has an obligation or interest in complying.

   B. Employee shall work under the direct supervision of the District 2 Supervisor or District Aide, and concurrently under the direct supervision of the person or persons as assigned by the County Executive Officer or his/her designee.

   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. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete all disclosure forms that are required by law, including but not limited to disclosures under the County's Conflict of Interest Code.

   D. Employee shall devote such time as is reasonably necessary to perform assigned duties up to a maximum of 480 hours in a six-month period. Employee shall perform these duties to the best of his or her ability in accordance with the highest professional and ethical standards.

3. TERM

A. This agreement is from January 01, 2015 to June 30, 2015. This is a part-time position and during a six-month period, up to a maximum 480 hours allowed. This agreement may be renewable on a six-month basis upon mutual accord of both parties.

B. Employee agrees that Employee will not take any other position, paid or otherwise, which may to any degree conflict or appear to conflict with the duties inherent in the position of District Assistant Aide.

4. RESIGNATION AND TERMINATION

A. Employee may resign at any time and agrees to give Placer County (2) weeks advance written notice of the effective date of resignation.

B. Placer County may terminate Employee without cause upon (2) weeks advance written notice of the effective date of termination. At County's option, County may elect for Employee to not work the (2) weeks, but shall pay Employee's regular salary for that time period.

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. This Agreement is the sole and exclusive basis for an employment relationship between Employee and Placer County.

5. SALARY

Placer County agrees to pay Employee an hourly rate of $22.1389 (Grade UA4 Step 1) payable in installments at the same time as other employees of Placer County are paid and subject to customary withholding. Bi-weekly, the Employee shall complete and sign an itemized timesheet provided by the County accounting for time spent listing and detailing specific activities. This timesheet will require approval of the District Aide and Assistant County Executive Officer.

6. BENEFITS

Employee shall not be eligible to participate in the Placer County Employee health, dental, life and accidental death and dismemberment insurance program, or vision insurance program. Employee shall not be eligible to participate in the California Public Employees Retirement system.

7. INSURANCE

County shall maintain and bear expense of general liability and workers' compensation insurance. Employee shall possess a valid California driver's license and maintain automobile liability insurance in the amount of $100,000 per person, $300,000 per incident and $50,000 for property damage, covering the acts of the employee with the course and scope of his or her employment with Placer County.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Appointing Authority shall fix any other terms and conditions of employment, as may be determined from time to time, relating to the performance of Employee, provided that such terms and conditions are not inconsistent with provisions of this Agreement, the appointing ordinance, or federal, state, or local law.

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: The Placer County Executive Officer
Placer County Administrative Offices
175 Fulweiler Avenue
Auburn, California 95603

To: Lyndell Grey

10. ENTIRE AGREEMENT

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement by the parties.

11. ASSIGNMENT

This Agreement is not assignable by either Placer County or Employee. Any agreement by either party to assign this Employment Agreement shall be void.

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 are found to be void are wholly inseparable from the remaining portion of the Agreement.

13. COUNTERPARTS

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

The parties have entered into this agreement as of the date first above written.

COUNTY OF PLACER – COUNTY EXECUTIVE OFFICE

David Boesch, Placer County Executive Officer — Date

CONTRACT EMPLOYEE:

Lyndell Grey — December 1, 2014 Date

REVIEWED:

Lori Walsh, Director of Personnel — Date

APPROVED AS TO FORM:

Gerald Carden, County Counsel — Date

Exhibit A
Board of Supervisors, District 2, District Assistant Aide
Job Duties

DEFINITION

The District Assistant Aide position is intended to provide general administrative assistance to the District Aide as needed and as identified in the contract, and to provide specialty services to the Board member such as web page creation and maintenance.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the District Aide or Board Member of District 2. Also receives supervision on administrative matters from the County Executive Officer or designee.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Create, provide and maintain accurate up to date information on the specified web page.
Research, write and take photographs in support of the District Supervisor's web page goals.
Coordinate with District Aide or other County staff in establishing guidelines for information with the Supervisor's web page.
Maintain knowledge of the legal parameters and appropriate uses and information allowed within the web page.
Research other California counties' websites for alternative public information options.
Assist with managing constituent correspondence, emails faxes and telephone calls.
Assist District Aide or other County staff in reviewing emails, faxes, and routine correspondence and prepare responses on behalf of the District Supervisor.
Perform research and assist in resolving constituent problems, including follow up with relevant County departments and/or referral to other entities.
Response to constituent telephone calls, concerns or questions, or refers to appropriate County department or outside entity.
Research documents, legislation, and collect data pertinent to a wide variety of community and private interests and governmental issues.