



**MEMORANDUM
COUNTY EXECUTIVE OFFICE
ADMINISTRATION**
County of Placer

TO: Honorable Board of Supervisors **DATE:** December 6, 2022
FROM: Jane Christenson, County Executive Officer
By: Genna Martin, Administrative & Fiscal Operations Manager
SUBJECT: Employment Agreement with Beverly Roberts as District Director for District 3 Supervisor

ACTION REQUESTED

Approve an Employment Agreement with Beverly Roberts to work as a District Director for the District 3 Supervisor for the term of January 1, 2023, to December 31, 2023, at the Unclassified Salary Schedule Grade UA6, Range A, Step 5 at an hourly rate of \$46.07 per hour plus benefits and authorize the County Executive Officer to execute the agreement.

BACKGROUND

District Directors perform a variety of administrative services and program assignments in support of the District Supervisor and the County Executive Officer or designee. The nature, diversity, and scope of responsibilities originating from an elected member of the Board of Supervisors require knowledge of community interests and governmental functions, and the frequent use of discretion, initiative, and independent judgment. Incumbents function in a staff capacity and provide direct support and assistance through research, interpretive, advisory, and facilitative services specifically to the District Supervisor.

FISCAL IMPACT

The total annual cost of this agreement is estimated at \$95,826 plus benefits. Funding for this agreement is available in the FY 2022-23 budget for CC10002 - Board of Supervisors and will be included in the department’s budget proposals for future fiscal years. There is no additional impact anticipated to the General Fund.

ATTACHMENTS

Attachment 1 – Employment Agreement for Beverly Roberts

DESCRIPTION:
EMPLOYMENT AGREEMENT
BOARD OF SUPERVISORS DISTRICT DIRECTOR,
DISTRICT 3

CONTRACT NO: _____
BEGINS: <u>January 1, 2023</u>
ENDS: <u>December 31, 2023</u>
ADMINISTERING AGENCY: BOS

EMPLOYMENT AGREEMENT
Board of Supervisors District Director

THIS AGREEMENT is between the County of Placer ("Employer") and BEVERLY ROBERTS ("Employee") and is dated January 1, 2023

RECITALS

- A. The position of Board of Supervisors' District Director is a unique position in Placer County employment in that the employee filling the position is selected by and hired to assist a specific Supervisor. Should the particular Supervisor leave office, the District Director shall be separated from employment. District Directors are also subject to the administrative supervision and control of the County Executive Officer or designee.
- B. Supervisor Jim Holmes and the County Executive Officer for the County of Placer are, jointly and individually, the appointing authority (hereinafter "Appointing Authority") for purposes of this Agreement. The Appointing Authority and Employee desire to agree in writing to the terms and conditions of this appointment as District Director.
- C. At the request of Supervisor Jim Holmes, Employer desires to employ Employee in the position of District Director for the District 3 Supervisor, in the Placer County Board of Supervisors' Office. Employee desires to serve as District Director for the District 3 Supervisor of the Board of Supervisors' Office for the County of Placer beginning January 1, 2023.

AGREEMENT

1. APPOINTMENT.

Contingent upon successful completion of a background investigation and a pre-employment medical evaluation, Employer hereby agrees to employ Employee as a District Director for the District 3 Supervisor in the Board of Supervisors' Office of Placer County.

2. DUTIES.

- A. Job duties for this position are detailed on attached Exhibit A as generally set forth in the current Board Personnel Staff Ordinance, or as may be amended by the Board. Employee shall work under the direct supervision of the District 3 Supervisor, and concurrently under the direct supervision of the person or persons assigned by the County Executive Officer or their designee.
- B. Employee will perform the functions and duties in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the Employer, including but not limited to the following:

Contract Employment Agreement
District Director, District 3
Effective January 1, 2023 – December
31, 2023

- Provisions of the Placer County Code that are generally applicable to County employees and specifically to Confidential employees.
 - Placer County adopted employee policies, including but not limited to the Reasonable Accommodation policy, Code of Ethics, Voicemail E-mail Internet & Computer Use policy, Workplace Discrimination, Harassment & Retaliation policy, Workplace Relationships Policy, Workplace Violence policy, and such other rules, policies, and procedures that the Board may adopt for its employees.
- C. Employee shall devote such time as is reasonably necessary to perform assigned duties. The position is considered full-time and is exempt from overtime under the federal Fair Labor Standards Act (FLSA). Regularly scheduled office hours (8:00 a.m. - 5:00 p.m., Monday through Friday) are required to adequately provide services to the public.
- D. Any complaints or violations of County policies shall be investigated by the Human Resources Department. 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, investigator, 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.
- E. 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.
- F. Employee is required to adhere to the same communication and reporting requirements as the Board of Supervisors. Specifically, Employee is not to disseminate confidential information beyond discussions with their Supervisor unless expressly authorized by the majority of the Board of Supervisors. Employee must ensure all communications, including but not limited to oral, text, email or social media; do not violate the Brown Act. Employee is also subject to the Form 700 reporting requirements. Failure to comply can result in disciplinary action, up to and including termination from employment.

3. TERM.

- A. Subject to Section 4, this Agreement shall be effective January 1, 2023, and terminate December 31, 2023.
- B. Employee agrees to remain in the exclusive employ of Employer during the term of this Agreement and 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 Director.

4. RESIGNATION AND TERMINATION.

- A. Employee may resign at any time and agrees to give Employer two (2) weeks advance written notice of the effective date of resignation.
- B. Employer may terminate Employee with or without cause upon two (2) weeks advance written notice of the effective date of termination. At County's option, County may elect the Employee not be required to work the two (2) weeks, but shall pay Employee's regular salary and benefits for that time period.

- C. The parties recognize and affirm that:
- Employee is an "at will" employee whose employment may be terminated by Employer at any time with or without cause,
 - 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 Employer.
- D. Employee recognizes and agrees that if the Supervisor leaves office prior to the end of the Supervisor's term, Employee's employment is terminated as of the Supervisor's leaving office date. The two (2) week notice identified in subsection (B) does not apply in this instance.
- E. Employee recognizes and agrees that employment is ultimately limited to the Supervisor's term in office. There is no express or implied promise made to Employee of any form of continued employment with the County if and when the Supervisor is no longer in office.

5. SALARY.

- A. During the term of the contract, Employer agrees to pay Employee consistent with the Placer County Salary plan, at Grade UA6, Range A, Step 5 at an hourly rate of \$46.07 paid on the County's regular payroll schedule, as provided by Ordinance No. 5450-B.
- B. Said salary shall be payable in installments at the same time as other employees of Placer County are paid and subject to customary withholding. Employee shall receive any general wage increase adjustments as provided to other County unclassified non-management employees and is entitled to any special pay categories specifically stipulated by this Agreement.

6. BENEFITS.

- A. Employer shall also provide the Employee the equivalent benefits at the same benefit levels and at the same cost sharing levels as provided to Confidential employees and they may be amended from time to time. This includes, but is not limited to, benefits related to vacation leave, sick leave, health insurance, dental insurance, vision insurance, cafeteria plan, general liability coverage, worker's compensation coverage, expense reimbursement, retirement through the California Public Employees Retirement System, and certain related benefits available to Employee's dependents.
- B. Employee shall receive the same paid holidays as other Confidential County employees employed within the Board Office. All actions taken by Employer relating to benefits for confidential employees shall be considered actions modifying the same benefits to Employee.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

- A. 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, including any wage and/or benefit concessions that may be negotiated or imposed with respect to County Confidential employees, provided that such terms and conditions are not inconsistent with provisions of this Agreement, the appointing ordinance, or federal, state, or local law.
- B. Any and all disputes arising from this Agreement, including but not limited to, any disputes arising from other County employees working with the contracting employee shall be subject to all standard County policies and procedures, including early termination of the Agreement.

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

To: Beverly Roberts
175 Fulweiler Avenue
Auburn, California 95603

9. 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.

10. ASSIGNMENT.

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

11. 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.

12. 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.

Date _____

Beverly Roberts,
Employee

Date _____

Jane Christenson,
Placer County Executive Officer

Date _____

Kate Sampson,
Placer County Human Resources Director

APPROVED AS TO FORM:

Date _____

Karin E. Schwab,
Placer County Counsel

Exhibit A
Board of Supervisors District Director
Job Duties

DEFINITION

To perform a variety of administrative services and program assignments in support of the Board of Supervisors and the County Executive Officer or designee. Job duties and responsibilities include any matter set forth in the Board Member Personal Staff Ordinance.

DISTINGUISHING CHARACTERISTICS

This position is differentiated from other administrative positions in that the nature, diversity, and scope of responsibilities originating from an elected member of the Board of Supervisors require knowledge of community interests and governmental functions, and the frequent use of discretion, initiative and independent judgment. Incumbents function in a staff capacity and provide direct support and assistance through research, interpretive, advisory, and facilitating services specifically to Board members and the Board office.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from assigned Board Member and general supervision on administrative matters from the County Executive Officer or designee.

May exercise direct supervision over assigned District Aides.

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

Attend Municipal Advisory Councils (MAC) meetings and provide administrative support including follow-up to track and monitor action items.

Prepare reports of proceedings and brief Board members on pertinent issues, follow-up, changes, and public sentiment.

Review, prioritize and route correspondence and other inquiries for appropriate response and/or action by Board of Supervisors, County departments, and other agencies or organizations.

Research, analyze, and prepare technical, administrative, and operations briefs, speeches, opinions, abstracts, and other documents.

Meet with constituents; brief Board members and seek appropriate solutions.

Monitor status of constituent inquiries, pending board items, projects, conferences, and meetings; follow-up and review status with responsible department, individual, organization, or agency.

Coordinate Board of Supervisors agenda items and background materials for Board-initiated agenda items; follow-up with affected County departments to assure agenda calendaring for response.

Prepare reports and respond to correspondence and questionnaires; gather, maintain and compile data from a variety of sources, including County departments and other public agencies; and assist in or conduct special studies and projects.

Provide follow-up contact in writing or by telephone on behalf of Board Members and coordinate with other groups and individuals regarding activities of the Board of Supervisors.

Provide accurate and appropriately detailed information in response to inquiries from the individual members of the public, organizations and other public agencies; interpret and explain Board of Supervisors, department-specific and countywide policies and procedures; provide referral to other sources when appropriate.

Confer and coordinate with various County officials and departments to develop authoritative and meaningful responses to citizen inquiries or complaints.

Contact various County departments, other public agencies and community organizations and resources regarding policies, procedures and regulations.

Attend meetings, including evening meetings; take notes and prepare reports regarding proceedings and outcomes.

Establish and maintain necessary files and records.

Build and maintain positive working relationships with elected officials, the community, Board Members, other County employees and the general public using principles of good customer service.

Perform related duties as assigned.

WORKING CONDITIONS

Work is typically performed in an indoor office environment with controlled temperature conditions and in the field requiring travel to various locations throughout the County in a variety of outdoor weather conditions. Some work may be required after hours to attend community meetings and events.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of local government administration, including county specific administration, organization, programs and functions.
- Principles of organizational management.
- Principles and practices of business letter and report writing.
- Computer software, modern office procedures, methods and computer equipment.
- English usage, spelling, punctuation and grammar; arithmetic and basic mathematical calculations.
- Distinctions between administrative and policy decision-making and their relationship to constituent inquiries and complaints.
- Functions and administrative structure of public agencies, including the role of the Board of

Supervisors and local and state political issues and conditions.

- Purposes and relationships of local, state and federal governments, public interest groups, community groups, and private enterprise.
- Legislative processes and analysis with emphasis on local government.
- Methods and techniques involved in conducting studies of policy and programmatic issues.
- Interviewing and public speaking techniques.

Ability to:

- Prioritize assignments in order to meet required deadlines under changing conditions.
- Differentiate between urgent and important matters.
- Independently perform administrative detail work, including analyzing, gathering, and compiling data.
- Prepare logical and complete reports, summaries, abstracts, and other documentation.
- Communicate clearly, confidently, and persuasively, both verbally and in writing, to a variety of audiences from different socio-economic and cultural backgrounds.
- Build relationships, coalitions and alliances inside and outside of the County in order to achieve program goals and Board's objectives.
- Carry out written and oral directions; consistently follow-through on commitments and responsibilities.
- On a continuous basis, know and understand all aspects of the job; intermittently review work papers, reports and special projects; identify, interpret and explain policies and procedures; explain operations and problem solve procedural issues for the public and to staff.
- On a continuous basis, sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift light weight.
- Exercise sound judgment in recognizing scope of authority.
- Understand, interpret and explain relevant policies and procedures.
- Obtain information through interview; handle multiple assignments; work with interruption; and deal firmly and courteously with the public.
- Analyze situations quickly and objectively and to determine proper course of action.
- Use a computer, calculator, typewriter, telephone, facsimile machine, postage meter and photocopy machine.
- Type at a speed necessary for successful job performance.
- Establish and maintain effective working relationships with those contacted in the course of work. Work with various cultural and ethnic groups in a tactful and effective manner.

Experience and Training

- Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

One (1) year of responsible experience providing administrative support to a high level administrator is desirable.

Training:

Equivalent to a bachelor's degree from an accredited college with major course work in public or business administration, political science or a related field.

License or Certificate:

- Possession of, or ability to obtain, a valid driver's license. Proof of adequate vehicle insurance and medical clearance may also be required.