

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: County Counsel *M.K.*

BOARD AGENDA # \*E-1

Urgent  Routine

AGENDA DATE November 20, 2007

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

APPROVAL OF A REVISED EMPLOYMENT AGREEMENT BETWEEN STANISLAUS COUNTY AND CHIEF EXECUTIVE OFFICER RICHARD W. ROBINSON

STAFF RECOMMENDATIONS:

1. APPROVE A REVISED EMPLOYMENT AGREEMENT BETWEEN STANISLAUS COUNTY AND CHIEF EXECUTIVE OFFICER RICHARD W. ROBINSON FOR THE NEW TERM OF 2008-2011.
2. AUTHORIZE THE AUDITOR-CONTROLLER TO IMPLEMENT THE REVISED TERMS OF THE EMPLOYMENT AGREEMENT.

FISCAL IMPACT:

The Chief Executive Office budget currently provides for the costs for the Chief Executive Officer and will be adjusted for the recommended change consistent with Budget Practice and Policy.

BOARD ACTION AS FOLLOWS:

No. 2007-913

On motion of Supervisor Mayfield, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

APPROVAL OF A REVISED EMPLOYMENT AGREEMENT BETWEEN  
STANISLAUS COUNTY AND CHIEF EXECUTIVE OFFICER  
RICHARD W. ROBINSON

Page 2

**DISCUSSION:** The Board of Supervisors entered into an Employment Agreement with Chief Executive Officer, Richard W. Robinson, on August 24, 2004. The term of the Agreement was for four years through September 27, 2008.

The proposed revised Employment Agreement is substantially the same as the 2004 Agreement. There are two modifications from the previous Agreement. The first change is to add a six month severance clause if the Board of Supervisors terminates Mr. Robinson prior to the expiration of the Employment Agreement in November of 2011. A six month severance clause is a standard clause in executive contracts in the public and private sector.

The second change increases the current County contribution to deferred compensation from 2%, which is provided to all department heads; to 3% the first year of the Employment Agreement and 4% for years two through four.

**POLICY  
ISSUES:**

The Board of Supervisors priorities promote efficient delivery of public service and encourages effective leadership by the Chief Executive Officer.

**STAFFING  
IMPACT:**

The recommended changes will have no additional staffing impact.

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this        day of November, 2007, between the COUNTY OF STANISLAUS, a political subdivision of the State of California, (hereinafter referred to as "County") and RICHARD W. ROBINSON, JR. (hereinafter referred to as "Employee").

THIS AGREEMENT is made with reference to the following recitals:

### **RECITALS**

WHEREAS, the County desires to continue the services of Employee as the Chief Executive Officer for the County of Stanislaus; and

WHEREAS, it is the desire of the Board of Supervisors of the County of Stanislaus to provide certain benefits and establish certain conditions of employment of said Employee;

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

### **ARTICLE 1. TERM OF EMPLOYMENT**

Section 1.01. County will employ Employee for a period commencing November 20, 2007 to November 20, 2011. Thereafter, this Agreement shall be automatically renewed on the same terms and conditions herein provided on an annual basis, unless County gives thirty (30) days written notice to Employee.

### **ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE**

Section 2.01. Employee shall serve as the Chief Executive Officer (CEO) of the County of Stanislaus. Under the supervision of the Board of Supervisors, and subject to its direction and control, the Employee is responsible for the effective administration of County affairs, and all duties and responsibilities and obligations as set forth in Stanislaus County Code Chapter 2.08 and all County policies and procedures.

### **ARTICLE 3. COMPENSATION**

Section 3.01. Effective November 20, 2007, Employee shall be compensated for the services performed on an annual basis comprised of twenty-six (26) yearly pay periods at a base salary of \$221,353.00 per year. Employee shall receive all cost of living or salary increases at the same time and rate as are granted to County Department Heads and shall be eligible for additional salary increases as determined by the Board of

Supervisors.

Section 3.02. County shall increase employer provided contribution to the deferred compensation plan from 2% to 3% of calculated gross effective the first year of this Agreement. Beginning the second year of this Agreement and continuing for years three and four, County shall increase employer provided contribution to the deferred compensation plan from 3% to 4% of calculated gross.

Section 3.03. County shall review Employee's performance annually. Employee, upon a satisfactory performance evaluation, shall be eligible for up to a 5% salary increase and a 2.5% performance pay. Any increase in salary or benefits may be accomplished by resolution, budget document or other action by the Board of Supervisors and shall not require amendment of this Agreement.

#### **ARTICLE 4. RETIREMENT, HEALTH AND LEAVE BENEFITS**

Section 4.01. Employee shall be entitled, during the term of this Agreement, to all health, dental, life insurance, deferred compensation and all other benefits which are accorded to County Department Heads.

Section 4.02. Employee shall be considered an Employee for the purpose of participating in the Stanislaus County Employees' Retirement Association.

Section 4.03. Employee shall receive, during the term of this Agreement, vacation, sick leave and management leave at the same rate as accorded to Department Heads and shall be similarly compensated for any unused vacation and sick leave in the same manner as Department Head accruals which exist at the time that Employee leaves County service.

#### **ARTICLE 5. TERMINATION OF EMPLOYMENT**

Section 5.01. Employee may terminate his obligation under this Agreement by providing County at least One Hundred Eighty (180) days written notice in advance.

Section 5.02. If Employee terminates his obligation prior to the completion of this Agreement, Employee shall pay back any additional vacation and management pay as set forth in Article 4 granted pursuant to this Agreement on a pro-rata basis for the remainder of the year in which employment is terminated.

Section 5.03. Employee is an "at will" employee and serves at the pleasure of the Stanislaus County Board of Supervisors. County may terminate Employee at any time without notice, cause, or hearing upon a majority vote of the Board of Supervisors.

Section 5.04. If County terminates Employee prior to the completion of this Agreement, County shall pay Employee six (6) months' salary compensation as severance pay.

**ARTICLE 6. GENERAL PROVISIONS**

Section 6.01. Effective the date of this Agreement, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by County and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

**ARTICLE 7. MODIFICATION**

Section 7.01. Any modification or further clarification of this Agreement will be effective only if it is in writing and signed by both parties.

**ARTICLE 8. PARTIAL INVALIDITY**

Section 8.01. If any provision of 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 and effect without being impaired or invalidated in any way.

This Agreement is not effective, valid or binding upon the parties until signed by the Chairman of the Board of Supervisors.

Executed on November \_\_\_\_\_, 2007, at Modesto, California.

**EMPLOYEE**

**COUNTY OF STANISLAUS  
BOARD OF SUPERVISORS**

By: \_\_\_\_\_  
Richard W. Robinson, Jr.  
Chief Executive Officer

By \_\_\_\_\_  
William O'Brien, Chairman

Dated: November \_\_\_\_\_, 2007

Dated: November \_\_\_\_\_, 2007

**APPROVED AS TO FORM:**

**STANISLAUS COUNTY COUNSEL**

By: \_\_\_\_\_  
Michael H. Krausnick, County Counsel

Dated: November \_\_\_\_\_, 2007