

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

DEPT: County Counsel

BOARD AGENDA # *E-1

Urgent

Routine

AGENDA DATE November 8, 2011

CEO Concur with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of an Employment Agreement Between Stanislaus County and Monica Nino to Serve as Chief Executive Officer Effective January 1, 2012

STAFF RECOMMENDATIONS:

1. Approve the attached Employment Agreement between Stanislaus County and Monica Nino to serve as Chief Executive Officer effective January 1, 2012.
2. Authorize the Auditor-Controller to implement the terms of the Employment Agreement between Stanislaus County and Monica Nino to serve as Chief Executive Officer effective January 1, 2012.

FISCAL IMPACT:

The Chief Executive Officer budget currently provides for the costs for salary and benefits for the Chief Executive Officer position.

BOARD ACTION AS FOLLOWS:

No. 2011-694

On motion of Supervisor Withdraw, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withdraw, De Martini, and Chairman Monteith

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:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of an Employment Agreement Between Stanislaus County and Monica Nino to Serve as Chief Executive Officer Effective January 1, 2012

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DISCUSSION:

On November 1, 2011, the Board of Supervisors appointed Monica Nino to replace Rick Robinson as Chief Executive Officer upon his retirement on December 31, 2011, and directed County Counsel to negotiate an Employment Agreement with Ms. Nino for approval by the Board of Supervisors.

The attached Employment Agreement provides for a 5-year term, effective January 1, 2012, at a base salary of \$210,000. The position is subject to the same benefits, salary adjustments and pay-for performance system as other Stanislaus County department head positions. The Employment Agreement provides that if the County terminates the Agreement prior to the end of the 5-year term, the County shall pay Ms. Nino compensation as severance pay the lesser of either: (a) an amount equal to one-month salary for each complete year of employment as the Chief Executive Officer for a maximum of six months severance, or (b) the monthly salary of the Employee multiplied by the number of months left on the unexpired term of this Agreement.

POLICY ISSUES:

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

STAFFING:

There is no staffing impact associated with this request.

CONTACT:

John P. Doering, County Counsel. Telephone: (209) 525-6376

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered, between the COUNTY OF STANISLAUS, a political subdivision of the State of California ("County") and MONICA NINO ("Employee") on November 9, 2011.

This Agreement is made with reference to the following recitals:

RECITALS

WHEREAS, the County desires to retain 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:

Section 1. Term of Employment

1.1. County will employ Employee for a period of 5-years commencing January 1, 2012 to December 31, 2016. 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.

Section 2. Duties and Obligations of Employee

2.1. 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.

Section 3. Compensation

3.1. Effective January 1, 2012, 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 \$210,000.00 per year. Employee shall receive all cost of living or salary increases and deductions 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.

3.2. The Board of Supervisors shall review Employee's performance annually. Employee, upon a satisfactory performance evaluation, shall be eligible for up to a five

percent salary increase consistent with the County Pay-for-Performance system. 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.

Section 4. Retirement, Health and Leave Benefits

4.1. 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.

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

4.3. 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.

Section 5. Termination of Employment

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

5.2. 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.

5.3. If County terminates Employee prior to the completion of this Agreement, County shall pay Employee compensation as severance pay the lesser of either: (a) an amount equal to one-month salary for each complete year of employment as the Chief Executive Officer for a maximum of six months severance, or (b) the monthly salary of the Employee multiplied by the number of months left on the unexpired term of this Agreement.

Section 6. General Provisions

6.1. 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.

Section 7. Modification

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

Section 8. Partial Invalidity

8.1. 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 9, 2011, at Modesto, California.

EMPLOYEE


By 
Monica Nino

COUNTY OF STANISLAUS

By 
Dick Monteith
Chairman

APPROVED AS TO FORM:

STANISLAUS COUNTY COUNSEL

By 
John P. Doering
County Counsel