

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

DEPT: County Counsel *MS*

BOARD AGENDA # *E-1

Urgent Routine

AGENDA DATE December 3, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Employment Agreement Between Stanislaus County and Stanley Risen to Serve as Chief Executive Officer

STAFF RECOMMENDATIONS:

1. Approve the attached Employment Agreement between Stanislaus County and Stanley Risen to serve as Chief Executive Officer effective retroactively to November 16, 2013, when Mr. Risen was appointed to the Chief Executive Officer position.
2. Authorize the Auditor-Controller to implement the terms of the Employment Agreement between Stanislaus County and Stanley Risen to serve as Chief Executive Officer effective retroactively to November 16, 2013.

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. 2013-601

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

and approved by the following vote,

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

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 an Employment Agreement Between Stanislaus County and Stanley Risen to Serve as Chief Executive Officer

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DISCUSSION:

On November 15, 2013, the Board of Supervisors appointed Stanley Risen to replace Monica Nino as Chief Executive Officer, and directed County Counsel to negotiate an Employment Agreement with Mr. Risen for approval by the Board of Supervisors.

The attached Employment Agreement provides for approximately a 3-year term, effective November 16, 2013, at a base salary of \$220,500.80, which amount is subject to all applicable cost of living or salary increases and deductions at the same time and rate as are granted to County Department Heads. The current 5% pay deduction in effect results in a net salary of \$209,475.76 per annum, which equals \$8,056.76 per bi-weekly pay period. This is the same salary as the former Chief Executive Officer, and the same salary approved on August 6, 2013, for Mr. Risen as the Interim Chief Executive Officer. The position is subject to the same benefits, salary adjustments and pay-for performance system as other Stanislaus County department head positions, and provides for four percent employer provided contribution to the deferred compensation plan on behalf of Mr. Risen. The Employment Agreement provides that if the County terminates the Agreement prior to the end of the 3-year term, the County shall pay Mr. Risen compensation as severance pay the monthly salary of the Employee multiplied by the number of months left on the unexpired term of the Employment Agreement not to exceed six months' salary.

POLICY ISSUES:

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

STAFFING:

This action will fill the allocated position of Chief Executive Officer.

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 STANLEY RISEN ("Employee") on December 3, 2013.

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 compensation and benefits, and to 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 approximately a 3-year term commencing November 16, 2013, and continuing until December 31, 2016. Thereafter, this Agreement shall be automatically renewed on the same terms and conditions herein provided on an annual basis, unless either party gives thirty (30) days written notice to the other party.

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 November 16, 2013, 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 \$220,500.80 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 commencing January 1, 2014. 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, personnel action form or other action 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, and all other benefits which are accorded to County Department Heads, plus an additional two percent employer provided contribution to the Employee deferred compensation plan.

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 an amount equal to the monthly salary of the Employee multiplied by the number of months left on the unexpired term of this Agreement not to exceed six (6) months' salary.

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.

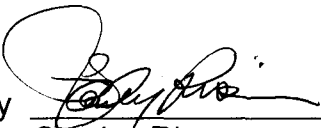
Executed on December 3, 2013, at Modesto, California.

COUNTY OF STANISLAUS

EMPLOYEE

By 

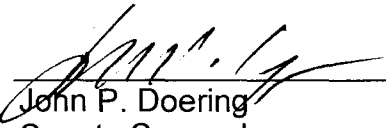
Vito Chiesa
Chairman

By 

Stanley Risen

APPROVED AS TO FORM:

STANISLAUS COUNTY COUNSEL

By 

John P. Doering
County Counsel