

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

DEPT: County Counsel

BOARD AGENDA #: *E-1

AGENDA DATE: November 22, 2016

SUBJECT:

Approval of a First Amended Employment Agreement for Chief Executive Officer Stanley Risen

BOARD ACTION AS FOLLOWS:

No. 2016-586

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended


4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: County Counsel  BOARD AGENDA #: *E-1
Urgent Routine AGENDA DATE: November 22, 2016

CEO CONCURRENCE: 4/5 Vote Required: Yes No

SUBJECT:
Approval of a First Amended Employment Agreement for Chief Executive Officer Stanley Risen

STAFF RECOMMENDATIONS:

1. Approve the attached First Amended Employment Agreement between Stanislaus County and Stanley Risen to continue serving as Chief Executive Officer.
2. Authorize the Auditor-Controller to implement the terms of the First Amended Employment Agreement between Stanislaus County and Stanley Risen to serve as Chief Executive Officer.

DISCUSSION:

On November 15, 2013, the Board of Supervisors appointed Stan Risen to serve as Stanislaus County Chief Executive Officer (CEO). On December 3, 2013, the Board approved an employment agreement with Mr. Risen, which agreement will terminate December 31, 2016.

On June 14, 2016, the Board of Supervisors reviewed Mr. Risen's performance as CEO, and directed County Counsel to negotiate an amended Employment Agreement for approval by the Board. The attached First Amended Employment Agreement is presented for Board consideration and approval.

The terms and conditions of the First Amended Employment Agreement remain the same as in the existing Employment Agreement, with the following modifications:

- The term of the amended agreement is changed to a so-called evergreen provision, meaning the agreement remains in force and effect until terminated by either party upon 90-day notice.
- Adds authority for an allocation of \$2,500 each fiscal year for CEO out-of-pocket business related expenses incurred by the CEO in performance of the employment agreement. The use of these funds is not subject to the County travel policy or purchasing policy, except that the CEO shall not make any "Prohibited Purchases" as set out in the County Travel Policy. (The County will not pay for any costs related to a spouse or companion; alcoholic beverages; tobacco; and personal expenses). The County purchasing card may be used for these expenses, or the CEO may be

Approval of a First Amended Employment Agreement for Chief Executive Officer Stanley Risen

reimbursed for qualified expenditures.

- Reflects a current base salary of \$257,816.
- If the Board elects to terminate the agreement, the CEO will receive severance pay in an amount determined by the Board to be fair and equitable considering the reasons for termination and the length of service by the employee, not to exceed 6-months' salary. The existing agreement determined severance pay based on a formula that factored the remaining term of the agreement. The severance provision was modified to be consistent with the evergreen term of the First Amended Employment Agreement.

The First Amended Employment Agreement is effective upon approval, and replaces the existing employment agreement.

POLICY ISSUE:

The Board of Supervisors shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees. (Gov. Code, § 25300.)

FISCAL IMPACT:

Funding for the Chief Executive Officer salary and benefits is included in the Chief Executive Office - Operations and Services 2016-2017 adopted Final Budget.

BOARD OF SUPERVISORS' PRIORITY:

Board approval of the proposed action supports its priorities of providing for the efficient delivery of public services.

STAFFING IMPACT:

None.

CONTACT PERSON:

John Doering, County Counsel, at 525-6376.

ATTACHMENT(S):

First Amended Employment Agreement

FIRST AMENDED EMPLOYMENT AGREEMENT

This FIRST AMENDED 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, by agreement dated December 3, 2013, the County retained the services of Employee as the Chief Executive Officer for the County of Stanislaus, which agreement terminates on December 31, 2016; and

WHEREAS, it is the desire of the Board of Supervisors of the County of Stanislaus to continue to retain the services of Employee beyond the initial term, and 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 until this Agreement is terminated by either party upon ninety (90) 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.

2.2 Effective immediately upon approval of this Agreement, and each fiscal year thereafter, \$2,500.00 shall be allocated in the budget of the Chief Executive Office to pay for out-of-pocket expenses reasonably incurred by the Employee in performance of this Agreement. The Chief Executive Officer must ensure the expenses are County business related expenses, and shall document a business purpose for all expenditures. The use of such funds shall not be restricted by the County travel policy or purchasing policy, except that the Chief Executive Officer shall not make any "Prohibited Purchases" as set out in the County Travel Policy.

Section 3. Compensation

3.1. Effective upon approval of this Agreement, Employee shall be compensated for the services performed on an annual basis comprised of twenty-six

(26) yearly pay periods at the current base salary of \$257,816 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 as of January 1, 2017, and annually thereafter, and upon a satisfactory performance evaluation, Employee 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 ninety (90) 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, County shall pay Employee compensation as severance pay an amount determined by the Board of Supervisors to be equitable and fair considering the reasons for termination and the length of service by the Employee, 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

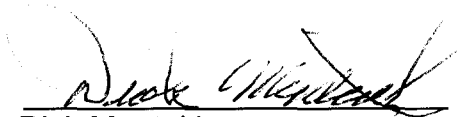
8.1. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

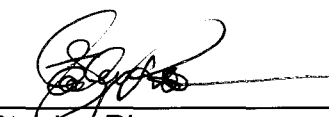
This Agreement is not effective, valid or binding upon the parties until signed by the Chairman of the Board of Supervisors.

Executed on November 22, 2016, at Modesto, California.

COUNTY OF STANISLAUS

EMPLOYEE

By 
Dick Monteith
Chairman

By 
Stanley Risen

APPROVED AS TO FORM:

STANISLAUS COUNTY COUNSEL

By 
John P. Doering
County Counsel