

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

DEPT: County Counsel

BOARD AGENDA #: \*E-1

AGENDA DATE: June 27, 2017

**SUBJECT:**

Approval of an Employment Agreement Between Stanislaus County and Jody Hayes to Serve as Chief Executive Officer

**BOARD ACTION AS FOLLOWS:**

No. 2017-361

On motion of Supervisor Olsen, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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, Clerk of the Board of Supervisors

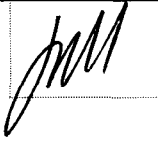
File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: County Counsel

Urgent

Routine



BOARD AGENDA #: \*E-1

AGENDA DATE: June 27, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of an Employment Agreement Between Stanislaus County and Jody Hayes to Serve as Chief Executive Officer

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**STAFF RECOMMENDATIONS:**

1. Approve the attached Employment Agreement between Stanislaus County and Jody Hayes to serve as Chief Executive Officer effective August 12, 2017, upon the retirement of Stan Risen.
2. Authorize the Auditor-Controller to implement the terms of the Employment Agreement between Stanislaus County and Jody Hayes to serve as Chief Executive Officer.

**DISCUSSION:**

Current Chief Executive Officer Stan Risen notified the Board of Supervisors of his intent to retire on August 11, 2017. The Board of Supervisors initiated an extensive recruitment for candidates to succeed Mr. Risen. On June 16, 2017, the Board selected and appointed Jody Hayes to replace Stan Risen as Chief Executive Officer, effective August 12, 2017, and directed County Counsel to negotiate an Employment Agreement with Mr. Hayes for approval by the Board of Supervisors.

The attached Employment Agreement provides for approximately a 4-1/2 year term, effective August 12, 2017, at a base salary of \$240,000.00, 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 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 term, the County shall pay Mr. Hayes 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 ISSUE:**

The officers of a county include an administrative officer. (Gov. Code, § 24000; Stanislaus County Code, Section 2.08.030.) The Board of Supervisors shall fill by appointment all vacancies that occur in any office filled by the appointment of the board. (Gov. Code, § 25304.) The Chief Executive Officer shall be appointed by and serve as an at-will employee at

Approval of an Employment Agreement Between Stanislaus County and Jody Hayes to Serve as Chief Executive Officer

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the pleasure of the Board of Supervisors, and may be removed from office, at any time, without cause or notice, by a majority vote of the Board of Supervisors. (Stanislaus County Code, Section 2.08.020.) Further, the salary of the CEO shall be established by the Board of Supervisors. (Stanislaus County Code, Section 2.08.030.)

**FISCAL IMPACT:**

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

**BOARD OF SUPERVISORS' PRIORITY:**

This action supports the Board of Supervisors' priority to promote efficient delivery of public services and encourages effective leadership within the Chief Executive Office.

**STAFFING IMPACT:**

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

**CONTACT PERSON:**

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

**ATTACHMENT(S):**

Employment Agreement

## **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 JODY L. HAYES ("Employee") on June 27, 2017.

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 4 and one-half year term commencing August 12, 2017, and continuing until December 31, 2021. Thereafter, this Agreement shall be automatically renewed on the same terms and conditions herein provided on an annual basis unless the parties negotiate different terms and conditions of employment.

### **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 August 12, 2017, 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 \$240,000.00 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.

2.2 Effective August 12, 2017, 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.

3.2. The Board of Supervisors shall review Employee's performance annually commencing August 12, 2018. 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.

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.

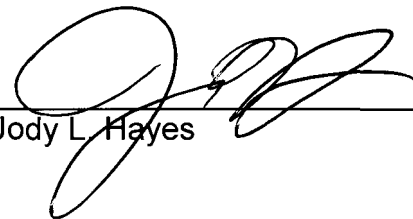
This Agreement is not effective, valid or binding upon the parties until signed by the Chairman of the Board of Supervisors.

Executed on June 27, 2017, at Modesto, California.

**COUNTY OF STANISLAUS**

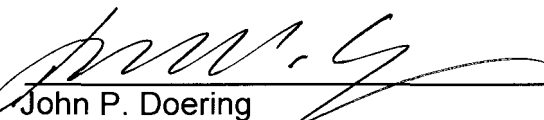
**EMPLOYEE**

By   
\_\_\_\_\_  
Vito Chiesa  
Chairman

By   
\_\_\_\_\_  
Jody L. Hayes

**APPROVED AS TO FORM:**

**STANISLAUS COUNTY COUNSEL**

By   
\_\_\_\_\_  
John P. Doering  
County Counsel