

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: County Counsel and Human Resources

SUBMITTAL DATE:
September 22, 2011

SUBJECT: Interim Chief Executive Officer Services Agreement

RECOMMENDED MOTION: That the Board of Supervisors approve and ratify Services Agreement for the Interim Chief Executive Officer.

BACKGROUND: On September 22, 2011, the Board of Supervisors approved the appointment of Larry Parrish, former Chief Executive Officer ("CEO"), as Interim CEO. Larry Parrish has graciously agreed to serve voluntarily in this capacity for a three (3) month period without salary or benefits. Under the terms of the Agreement, Mr. Parrish would receive a County car at County expense for use in his normal commute and would be entitled to reimbursement of reasonable expenses in conformance with Board of Supervisors Policy D-1. Should the Board and Mr. Parrish wish to extend the Agreement beyond the three (3) month period, compensation for services rendered after the three (3) month period would be mutually agreed to, incorporated into an amendment, and subject to Board approval during open session.

PAMELA J. WALLS, County Counsel

BARBARA OLIVIER, Assistant County
Executive Officer/Human Resources Director

COUNTY OF RIVERSIDE
AGREEMENT FOR SERVICES
INTERIM CHIEF EXECUTIVE OFFICER

This Agreement is made this 27th day of September, 2011, between the County of Riverside, a political subdivision organized under the laws of California, hereinafter referred to as "County" and Larry Parrish, hereinafter referred to as "Parrish".

Whereas, the County requires the services of an Interim County Executive Officer on a temporary basis; and

Whereas, Parrish has the necessary skills and expertise of an Interim County Executive Officer;

Whereas, Parrish is willing to serve voluntarily on an uninterrupted basis during the period provided in this Agreement and upon the terms and conditions hereinafter provided;

Now, therefore, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Effective Date

This Agreement shall commence on September 26, 2011, and shall continue in effect for a period of three (3) months. This Agreement may be renewed or extended as set forth in paragraph 4, unless action is taken to revise or cancel the Agreement, or services are terminated sooner as provided within this Agreement.

2. Position and Responsibilities

During the period of this Agreement, Parrish agrees to serve voluntarily and temporarily as the County's Interim Executive Officer (CEO).

Parrish shall be accountable to the Board of Supervisors of County while serving as CEO. Parrish shall comply with Riverside County Ordinance No. 442.3 and any amendments thereto which may be made from time to time. In addition, Parrish shall provide any additional administrative oversight of County operations and departments as may be assigned by the Riverside County Board of Supervisors.

3. At-Will Status, Exemption from Personnel System and Termination

Services provided by Parrish are At-Will. Parrish's employment is at the mutual consent of Parrish and the County and either Parrish or County may terminate the services at will. County may terminate Parrish's services at any time, with or without good cause, for any reason whatsoever which does not violate a public policy of the State of California. Termination shall be at the discretion of the Board of Supervisors of the County. Parrish may terminate his services to the County at any time, with or without good cause, for any reason whatsoever, subject to giving the County at least ten (10) days written notice of intention to terminate.

Parrish is exempt from County's Merit System and holds no property right in his employment.

Parrish agrees that no representative of the County has made or can make any promises, statements, or representations which state or imply that Parrish is hired or retained under any terms other than At-Will and exempt from the County's Merit System, as set forth above. Parrish agrees that no Agreement can impliedly arise that Parrish's services to the County are under any terms other than At-Will and exempt from County's Merit System, as set forth above.

Parrish's status as At-Will and exempt from County's Merit System may only be changed, revoked, amended or superseded by written document, signed by Parrish and County.

4. Compensation

Parrish has graciously agreed to waive any compensation, including salary and benefits, during the three (3) month term of this Agreement, except that during the term of this Agreement, Parrish will be provided a County car for both normal commuting and business purposes at County expense and will be entitled to reimbursement of reasonable expenses in conformance with Board of Supervisors Policy D-1. Parrish acknowledges that personal (non-business) use of a County car is considered taxable income and reportable to the Internal Revenue Service. This Agreement may be renewed and extended; however, such renewal/extension shall include compensation for services rendered after the three month period, to be mutually agreed upon by Employee and County and approved as an amendment in conformance with paragraph 7 of this Agreement.

5. Administration

The County's Human Resources Director shall administer this Agreement on behalf of the County.

6. Modification and Waiver

This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. This Agreement may only be changed, revoked, amended or superseded by a written document signed by both Employee and County.

7. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties and it contains all of the terms and conditions of the parties' agreement. This Agreement is the complete and final expression of the parties' agreement upon the effective date of this Agreement. Any previous Employment Agreements between the Employee and County are terminated and this Agreement supersedes all prior and contemporaneous oral or written negotiations, discussions, representations, or understandings, if any. The parties acknowledge that they have not relied upon any promises, statements, representations, or warranties except as set forth expressly in this document.

8. Severance

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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

By: _____
LARRY PARRISH

Date: _____

COUNTY:

By: _____
BOB BUSTER
Chairman, Board of Supervisors

Date: _____

PJW:ay
09/22/11
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FORM APPROVED COUNTY COUNSEL
BY: Pamela J. Walls DATE _____
PAMELA J WALLS