

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

337



**FROM:** County Counsel

**SUBMITTAL DATE:**  
December 15, 2011

**SUBJECT:** Interim Chief Executive Officer Agreement

**RECOMMENDED MOTION:** That the Board of Supervisors approve the Agreement for Services, Interim Chief Executive Officer

**BACKGROUND:** The Board appointed Larry Parrish to serve as Interim Chief Executive Officer on September 27, 2011. Mr. Parrish agreed to serve without salary for a three-month period. This three-month period expires December 26, 2011. Mr. Parrish has agreed to continue to serve as Interim Chief Executive Officer to May 16, 2012. The attached agreement provides a salary of \$15,000 per month, continued use of a County car for normal commuting and business purposes, and reimbursement of reasonable expenses in conformance with Board of Supervisors Policy D-1. The agreement is needed to complete the recruitment process for the Chief Executive Officer position.

PAMELA J. WALLS, County Counsel

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 70,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 70,000	Budget Adjustment:	None
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

**SOURCE OF FUNDS:**

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY:

Jay E. Orr

**County Executive Office Signature**

☐ Policy  
☐ Consent  
☒ Policy  
☐ Consent

Dep't Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:** 09/27/11 3.37  
12/13/11 E.1

**District:**

**Agenda Number:**

3.27

Departmental Concurrence

Approved by Barbara A. Olivier  
 Asst. County Executive Officer/  
 Human Resources Director

**COUNTY OF RIVERSIDE  
AGREEMENT FOR SERVICES  
INTERIM CHIEF EXECUTIVE OFFICER**

This Agreement is made this 27th day of December, 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 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 December 27, 2011, and shall continue in effect until May 16, 2012. Under no circumstance will the term of this contract extend beyond the 960-hour limit imposed by California Public Employees' Retirement System (CalPERS). 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 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 will be compensated at the the rate of \$15,000 per month, during the term of this Agreement. In addition, 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.

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: 12.15.11

COUNTY:

By: \_\_\_\_\_  
BOB BUSTER  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

12/13/11

FORM APPROVED COUNTY COUNSEL  
BY:  12/13/11  
PAMELA J. WALLS DATE