

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

728



FROM: Human Resources Department

SUBMITTAL DATE:
March 13, 2014

SUBJECT: Second Amendment to the Employment Agreement between Roger Shintaku, Salton Sea Authority and the County of Riverside effective January 1, 2014 - January 1, 2016 [District- All] [Total Cost - \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Second Amendment to the Employment Agreement between Roger Shintaku, Salton Sea Authority and the County of Riverside effective January 1, 2014 - January 1, 2016.

BACKGROUND:

Summary

The Salton Sea Authority (SSA) is a joint powers agency that was chartered by the State of California by a Joint Powers Agreement on June 2, 1993, for the purpose of ensuring the beneficial uses of the Salton Sea. The SSA is governed by a Board of Directors and employs an Executive Director to manage the day-to-day operations of the organization.

Michael T. Stock
Asst. County Executive Officer/
Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS:

Budget Adjustment:	No
For Fiscal Year:	2013/2014 2014/2015 2015/2016

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Karen L. Johnson

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: PAMELA J. WALLS
DATE: 3/13/14

Departmental Consultation

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3.29 12/18/12
3-50 08/20/13

District: All

Agenda Number:

3-6

BACKGROUND:

Summary (continued)

Historically, the SSA Executive Director held a County of Riverside job classification and received County salary and benefits. Under this arrangement, the County paid the salary and benefits, and the SSA reimbursed the County for all costs. After the last incumbent resigned in March 2012, the SSA initiated an internal recruitment process, and selected Roger Shintaku to fill the Executive Director position. The SSA, in cooperation with the County Executive Office and Human Resources Department, negotiated Mr. Shintaku's compensation, benefits, and other terms and conditions of employment. On December 18, 2012, 3.29 was approved as recommended, and the Agreement officially commenced on January 1, 2013.

The Agreement was then amended on August 20, 2013, 3-50, in order to adjust the annual salary of the incumbent. The terms and conditions of employment are now being amended in order to provide medical flex benefits for the incumbent (Attachment A). All costs associated with this amendment will be paid by the SSA, and there is no net County cost associated with this request.

Impact on Residents and Businesses

There is no impact on residents and businesses.

ATTACHMENTS

- A. Second Amendment to Employment Agreement between Roger Shintaku Salton Sea Authority and County of Riverside.

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN
ROGER SHINTAKU
SALTON SEA AUTHORITY
AND
COUNTY OF RIVERSIDE**

This Second Amendment (“Second Amendment”) to the Employment Agreement between Roger Shintaku (“Shintaku”), Salton Sea Authority (“SSA”), and County of Riverside (“County”) dated December 18, 2012 (“Agreement”) and subsequent First Amendment dated August 20, 2013 (“First Amendment”) is made and effective as of January 1, 2014, between Shintaku, SSA, and County. In consideration of the mutual covenants and conditions set forth herein, the parties agree to as follows:

1. Term.

This Second Amendment shall be effective as of January 1, 2014, and shall remain and continue in effect during the term of the Agreement, or until further amended by the Parties.

2. Compensation.

Section 3(d) of the Agreement (“Compensation and Work Schedule”) is hereby amended to provide that Shintaku shall receive a flexible benefit plan of \$823 per month (\$9,876 per annum).

3. All Other Terms to Remain the Same.

Except as expressly modified by this Second Amendment, all terms of the other provisions of the Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the Second Amendment to be executed as the day and year first above written.

SHINTAKU:

By: _____
Roger Shintaku

SALTON SEA AUTHORITY:

By: _____
James C. Hanks, Board President

ATTEST:

By: _____
Ryan Kelley, Secretary

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board

APPROVED:

By:  _____
County Counsel