

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

843



FROM: Human Resources Department

SUBMITTAL DATE:
July 1, 2014

SUBJECT: Employment Agreement between Linda Seroy, Salton Sea Authority and County of Riverside. [District - All] [Ongoing Cost - \$72,674] [SOURCE OF FUNDS - Salton Sea Authority Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Employment Agreement between Linda Seroy, Salton Sea Authority and County of Riverside.

BACKGROUND:

Summary

The Salton Sea Authority (SSA) is a joint powers agency 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 and Secretary to manage and support day-to-day operations. On December 18, 2012, the SSA opted to have the County administer its positions, pay and benefits, and appointed its current Executive Director into a County job classification. Under this arrangement, the County would pay the salary and benefits and the SSA would reimburse the County.

John Mooney
John Mooney, Asst. HR Director for
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 | \$ 72,674 | \$ 72,674 | \$ N/A | \$ 72,674 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: Salton Sea Authority Fund: 51000-946001

Budget Adjustment: No

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 1, 2014
xc: H.R.

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3-26

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
DATE 6/18/14
BY: TAWNY V. JEU

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Employment Agreement between Linda Seroy, Salton Sea Authority and County of
Riverside. [District - All] [Ongoing Cost - \$72,674] [SOURCE OF FUNDS - Salton Sea Authority
Funds]**

DATE: July 1, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Recently, the SSA's Secretary position has become vacant. Through an internal recruitment process, the SSA has selected Linda Seroy to fill the Secretary position. The SSA, in cooperation with the County Executive Office, County Counsel, and Human Resources Department, negotiated Ms. Seroy's compensation, benefits, and other terms and conditions of employment which are formalized in the attached Employment Agreement. This agreement requires Board approval and is needed to establish Ms. Seroy as a County employee. There is no cost associated with this request as all salary and benefits costs to the County will be reimbursed by the SSA.

Impact on Citizens and Businesses

There is no anticipated impact to citizens or businesses.

SUPPLEMENTAL:

Additional Fiscal Information

The cost associated with this request is comprised of the maximum potential salary and benefits of the position to which Ms. Seroy will be appointed. However, Ms. Seroy's starting salary will be below the top of the range.

Contract History and Price Reasonableness

The attached employment agreement will employ Ms. Seroy in an at-will status. Costs associated with this request will be paid from existing Salton Sea Authority funds and will not impact the General Fund.

ATTACHMENTS (if needed, in this order):

**A. EMPLOYMENT AGREEMENT BETWEEN LINDA SEROY, SALTON SEA AUTHORITY AND
COUNTY OF RIVERSIDE**

**EMPLOYMENT AGREEMENT BETWEEN LINDA SEROY, SALTON SEA
AUTHORITY AND COUNTY OF RIVERSIDE**

This employment agreement (hereinafter "Agreement") is made and entered into between Linda Seroy (hereinafter "Seroy"), the Salton Sea Authority (hereinafter "Authority") and the County of Riverside (hereinafter "County") in order to provide, in writing, the terms and conditions for the employment of Seroy by the County, under direction of the Authority.

RECITALS

WHEREAS, the Salton Sea Authority contracts with the County for staff and support services pursuant to a Memorandum of Understanding dated August 26, 1997, as subsequently amended (hereinafter "MOU"); and,

WHEREAS, Authority and County desire to employ Seroy as a County employee to perform the functions of Secretary II-C of the Authority under the direction of the Authority's General Manager, but subject to the terms of this Agreement, and not principally subject to the County Personnel Ordinance, Ordinance 440;

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. Employment

The County hereby agrees to employ Seroy, and Seroy agrees and does accept employment subject to the Authority's General Manager's direction upon the terms and conditions set forth herein.

2. Duties

(a) Seroy shall be employed to perform the functions of Secretary II-C of the Authority. In said capacity, Seroy shall do and perform all services, acts, or things necessary or advisable to conduct the business of the Authority, subject at all times to applicable state and federal laws, and the policies, ordinances, resolutions and rules adopted by the Authority Board of Directors, as further described in Exhibit "A".

(b) In addition, Seroy shall perform such other duties as directed by the Authority's General Manager, maintain a record of activities performed on behalf of the Authority and keep the Authority's General Manager informed as to these activities.

3. Compensation and Work Schedule

(a) Seroy shall receive a regular base hourly rate of \$19.25 per hour (\$40,040.00 per annum) and shall not be exempt from the overtime provisions of the Fair Labor Standards Act. The Authority shall review Seroy's compensation at 1 year intervals and Seroy shall receive such merit pay increases commiserate with performance as may be determined by the Authority's General Manager in his sole discretion.

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(b) Authority shall reimburse Seroy for all reasonable expenses incurred in connection with Authority business, pursuant to the Authority's Travel & Meeting Reimbursement Policy. Expenditures shall be reimbursable if, and only if, approval is obtained from the Authority pursuant to its Policy. Authority, and not the County, will be responsible for reviewing the appropriateness of such reimbursements. Authority shall also reimburse Seroy for cost of cell phone use pursuant to a standard voice/data plan. Alternatively an Authority-paid plan may be provided if such plan is available. Such reimbursement may be considered taxable income by the Internal Revenue Service (IRS).

(c) Seroy shall accrue vacation leave at a rate of 3.08 hours per biweekly pay period (80 hours per year) for the first 3 years; 4.62 hours per biweekly pay period (120 hours per year) for years 4-9 and 6.16 hours per biweekly pay period (120 hours per year) for years 10 and above. Any request to take vacation leave must be submitted for approval to the General Manager of the Authority, who will endeavor to schedule vacation leave at the mutual convenience of the Authority and Seroy.

(d) Seroy shall accrue sick leave at a rate of 4.0 hours per biweekly pay period with unlimited accrual. Seroy shall be allowed 5 days of bereavement leave per year (3 days are County paid; 2 days can be taken from use of accrued sick leave balance).

(e) Seroy shall be provided life insurance, disability and retirements benefits consistent with those provided to non-exempt County management employees. Medical, dental and other benefits provided by the County's flexible benefit plan shall also be provided.

(f) Subsequent to the date of this Agreement, periodic changes in benefits which accrue to non-exempt management employees of the County shall accrue to Seroy, to the extent those benefits are included in this agreement.

4. Term

(a) The term of this Agreement and the employment of Seroy pursuant to this Agreement shall commence on July 2, 2014 and continue for a period of one (1) year, unless earlier terminated as provided at Section 5, below.

(b) This Agreement shall automatically be extended for an additional term(s) of twelve (12) months, unless earlier terminated as provided in Section 5 or the Authority notifies Seroy in writing at least three (3) months prior to the expiration of the initial term or any subsequent term that the Authority intends that this Agreement should terminate at the end of the then applicable term.

5. Termination

(a) Resignation.

Seroy may resign and thereby terminate this Agreement at any time upon giving at least fourteen (14) days advance written notice to the Authority Board of Directors and County. Termination shall be effective upon the last day of such notice period, provided that the Authority may, within such fourteen (14) days, direct Seroy not to perform any of the duties

described herein. Upon such termination, Seroy shall not be entitled to any severance pay or other compensation of any kind.

(b) Termination With or Without Cause.

The County and/or the Authority, in their sole discretion, may terminate Seroy's employment, and thereby terminate this Agreement, at any time and for any reason. It is understood and agreed that Seroy serves at the will and pleasure of the Authority Board of Directors and the County that her employment may be terminated with or without notice, with or without cause, and that no reason need be given for such termination. Upon termination pursuant to this provision:

(i) Seroy shall have no right to any hearing or other review of the reasons for her termination by the County and Authority. Seroy hereby expressly waives any and all such rights she might otherwise be entitled to by law or which may be applicable to other employees of the County.

(c) Termination for Other Reasons

(i) The employment of Seroy and this Agreement shall automatically terminate upon the death of Seroy or upon the termination of her employment because of a permanent disability which prevents Seroy from performing the essential functions of her position, with or without reasonable accommodation, for a period of three (3) or more months.

(ii) The determination as to whether Seroy is permanently disabled from performing the essential functions of her position, with or without reasonable accommodation, shall be made by the County based on competent medical authority(ies).

(iii) Neither Seroy nor her heirs, administrators, successors or assigns shall have any right under this Agreement to any additional salary following the termination of this Agreement due to Seroy's death or disability.

(d) Seroy, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the County's or Authority's termination of her employment or this Agreement with or without cause.

(e) Pursuant to Government Code sections 53243-53243.4 (and as these sections may be amended), if the officer or employee is convicted of a crime involving an abuse of his or her office or position, the officer or employee shall fully reimburse to the local agency for: (1) any leave salary paid pending an investigation; and (2) any cash settlement related to the termination of the employee or officer. "Abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; and (b) a crime against public justice, including, but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(f) In accordance with Government Code section 53260 (and as this section may be amended), the maximum cash settlement that an employee may receive shall be an

amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. This is the maximum ceiling on the amount that may be paid by the local agency to an employee, in the sole discretion of the local agency and is not a target example of the amount of the cash settlement to be paid by the local agency to the employee.

6. Fitness for Duty Examination

(a) Seroy agrees to undergo a fitness for duty medical examination annually and/or at any time pursuant to the direction of the Authority. Said examination shall be made by a licensed physician selected and/or approved by the County.

(b) Seroy hereby acknowledges and agrees that a statement and/or report regarding her fitness for duty shall be obtained from the physician and filed with the Authority, which shall keep such statement and/or report confidential.

(c) Seroy hereby agrees to execute any and all documents required by state and/or federal law for certifying Seroy's consent to said medical examination and consent to the release of medical information to the County.

(d) The costs of said medical examination and report shall be paid by the Authority.

7. Performance Review

Seroy's performance may be reviewed from time to time as deemed necessary or desirable in the sole discretion of the Authority's General Manager.

8. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by all parties. This Agreement does not, however, restrict the County's unilateral right to add to, modify, or delete provisions of Ordinance 440. Any such additions, modifications, or deletions of provisions to which Seroy is subject shall apply to Seroy in the same manner that they apply to other employees, provided that the express terms of this Agreement shall still be controlling to the extent that they conflict with any such addition, modification, or deletion.

9. Effect of Waiver

The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other parties shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

10. Successors and Assignment

Neither this Agreement, nor any right, privilege, or obligation of Seroy hereunder shall be assigned or transferred by her without the prior written consent of the County and Authority. Any attempt at assignment or transfer in violation of this provision shall, at the option of the County and Authority, be null and void and may be considered a material breach of this Agreement.

11. Entire Agreement

(a) This Agreement shall be interpreted and enforced in conjunction with, and to be consistent with, the MOU between the County and the Authority as it currently exists or is hereinafter amended. This Agreement supersedes any and all other agreements between the County, Authority and Seroy, whether oral, in writing, express or implied.

(b) This Agreement and the MOU contain all of the covenants and agreements between the parties with respect to Seroy's employment by the County in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, or in the MOU, and that no other agreement, statement or promise not contained in this Agreement or the MOU shall be valid or binding on either party. It is expressly agreed that the County's personnel rules, policies and regulations shall not be applicable to Seroy except as expressly incorporated herein.

12. Partial Invalidity

If any provision in 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 without being impaired or invalidated in any way.

13. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

15. Notices

(a) Any notices to be given hereunder by any party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested.

(b) Mailed notices shall be addressed to the following respective addresses:

Linda Seroy
30130 Arbol Real

Thousand Palms, CA 92276

(i) Salton Sea Authority
44-199 Monroe Street, Suite C
Indio, CA 92201
Attn: President of the Board of Directors

(ii) County of Riverside
4080 Lemon Street, 12th Floor
Riverside, CA 92501-3651
Attn: County Executive Officer

(c) Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date of mailing, plus two (2) calendar days.

16. Interpretation

This Agreement has been negotiated by all parties to the Agreement. Any ambiguity in the Agreement or the terms, or provisions contained therein, shall not be interpreted against the drafter of the Agreement.

17. Approval by Authority and County

This Agreement is subject to the approval of the Board of Directors of Authority and the Board of Supervisors of County, and upon such approval shall be effective for the term specified at Section 4, above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 26th
day of July, 2014.
June 18, 2014

SEROY

By: Linda Seroy
LINDA SEROY

SALTON SEA AUTHORITY

By: R. Shintaku
Roger Shintaku, General Manager

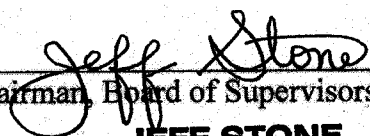
ATTEST:

By:


Robert Hargreaves Secretary

COUNTY OF RIVERSIDE

By:


Chairman, Board of Supervisors
JEFF STONE

ATTEST:

By:


Clerk of the Board

KECIA HARPER-HEN

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By:

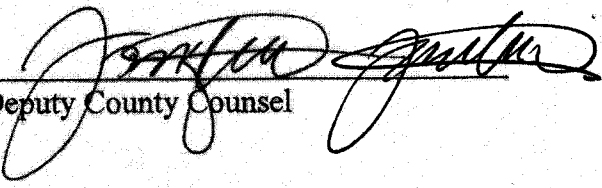

Deputy County Counsel

Exhibit A
Secretary II-C for
The Salton Sea Authority

Tasks and responsibilities will include, but not be limited to the following:

Board Secretary

- Assist in planning and preparing the agendas for Board of Directors meetings. Classify by category the business to be transacted and insure the proper placement of items on the agenda.
- Review documents to be placed on the Board agenda. Type, proofread and print the agenda.
- Print and assemble the agenda packets, or coordinate printing and assembly through an outside company.
- Distribute agenda to the Board members, staff and others up to 1 week prior to the Board meeting.
- Act as liaison with the staff of member agencies to help coordinate meetings.
- Serve as secretary to the Board of Directors. Take voice recordings of meetings and use in combination with shorthand to produce Minutes of the meetings.
- Understand methods, procedures and filing systems used to record, store and retrieve records of Board actions. Understand practices and procedures needed to compose Board minutes and summaries that accurately interpret Board actions and intent.
- Distribute the calendar of the meetings.
- Distribute Minutes, Orders, Resolutions, Ordinances or other information resulting from Board action to concerned individuals, departments, agencies, commissions or other branches of government and the public.
- Meet the public and answer less difficult questions pertaining to Board of Directors procedures or status.

Administrative

- Understand common office practices and procedures needed to process a variety of documents.
- Be proficient in the use of software including, but not limited to, Microsoft Office, Outlook, Adobe and use of the internet.
- Acquire and process Conflict of Interest reports annually from Board members and staff. Send the required documentation to the proper agencies.
- Compose routine letters and reports on factual subjects. Review and edit for accuracy prior to disseminating.
- Answer questions and assist staff and the public in obtaining information about the agency.
- Maintain the General Manager's (GM) calendar. Make appointments and travel arrangements. Coordinate and arrange meetings with other participants.
- Maintain GM's time sheets and expense reports. Transmit to Payroll and Accounting in a timely manner.

- Prioritize and route mail, phone calls and e-mail correspondence to GM.
- Daily open all mail. Scan items, and save to network as directed. Forward appropriate items to others as directed.
- Maintain current year administrative files. Insert and extract materials from subject files, classify material by nature of subject matter or as directed by Librarian.
- As directed by GM – maintain agency/departmental procedures and policies.
- Maintain office supplies inventory. Order supplies as needed.
- Serve as liaison between the Authority and the community, member agencies, other agencies and the public.
- Other duties as assigned by General Manager.

Accounting Support

- Receive payments from member agencies and other sources. Follow proper procedures to record incoming payments and deliver to bank as directed.
- Assist with the vendor payment processes as directed by the GM. Maintain vendor files.
- Maintain petty cash funds. Responsible for receiving receipts for expenditures and notifying Accountant when time to replenish fund.
- Assist in annual audit by providing scanned copies of requested documents to auditors.