

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



ITEM: 3.39
(ID # 14547)

MEETING DATE:
Tuesday, February 09, 2021

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: County Executive Officer Employment Contract and Compensation Package, All Districts. [Total Cost - \$0] [Source of Funds- Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the employment agreement outlined herewith, effective February 9, 2021, through February 9, 2024, for Mr. Jeffrey Van Wageningen's services as County Executive Officer.

ACTION: Policy


Brenda Diederichs, Assistant CEO / Human Resources Director 2/9/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: HR

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Department Budget			Budget Adjustment:	No
			For Fiscal Year:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Previous Agenda Reference:

10/6/2020 3.26 #13642

Summary

On October 6, 2020, the Riverside County Board of Supervisors initiated a nationwide search utilizing executive search firm CPS HR Consulting to fill the role of County Executive Office (CEO), which was vacated by George Johnson on December 17, 2020.

After conducting a nationwide search and thorough review of the candidates, the Riverside County Board of Supervisors has selected Mr. Jeffrey Van Wagenen as County Executive Officer (CEO). This appointment will be made effective February 9, 2021, and subject to the terms for both compensation and benefits as set forth in the employment agreement.

The Board of Supervisors desires to memorialize the CEO appointment as described in the employment agreement. Attached herewith are the full terms and conditions of Mr. Van Wagenen's employment agreement (Attachment A). Mr. Van Wagenen shall be entitled to all fringe benefits that are afforded to Exempt Management as well as any other benefits that have been granted by the Board of Supervisors.

Impact on Residents and Businesses

Mr. Van Wagenen has served Riverside County for over 14 years in various capacities, including most recently as an Assistant CEO. In his role as County Executive Officer, Mr. Van Wagenen will continue his commitment to serve the public to improve the livelihood of the residents and businesses in Riverside County.

Additional Fiscal Information

This document serves as the memorialization of the salary and benefits afforded to Mr. Van Wagenen in the employment agreement, and does not present any new costs to the County, nor does it increase the compensation package for the County Executive Officer.

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

ATTACHMENT A. County Executive Officer Employment Agreement

Megan Gomez
Megan Gomez, Assistant 2/4/2021

1 **EMPLOYMENT AGREEMENT**

2 **County Executive Officer**

3
4 This Agreement is made and entered into this 9th day of February, 2021, by and between the
5 COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", a general law county and political
6 subdivision of the State of California , and JEFFREY VAN WAGENEN , hereinafter referred to as
7 "EMPLOYEE", both of whom understand as follows:

8 **RECITALS**

9 WHEREAS, COUNTY desires to employ EMPLOYEE as County Executive Officer; and
10 WHEREAS, EMPLOYEE desires to serve in the capacity of County Executive Officer; and
11 WHEREAS, EMPLOYEE understands, acknowledges and agrees that the position of County
12 Executive Officer is an at-will position pursuant to Article 6, Section 601E (1) of the County Management
13 Resolution; that EMPLOYEE has no expectation of any vested right in said position; and that in assuming
14 said position EMPLOYEE shall serve solely at the will and pleasure of the Board of Supervisors; and

15 WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which
16 COUNTY shall receive and retain the services of EMPLOYEE and to provide for terminating
17 EMPLOYEE'S services at such time as the COUNTY may desire to terminate EMPLOYEE.

18 NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree
19 as follows:

20 **SECTION 1. DUTIES.**

21 The COUNTY hereby agrees to employ EMPLOYEE as County Executive Officer to perform the
22 functions and duties as directed by the COUNTY in the furtherance of the powers, duties and functions of
23 the COUNTY and specified in Classification Specification Code No. 74261, attached hereto aa Exhibit "A"
24 and made a part hereof.

25 **SECTION 2. TERM.**

26 A. Effective February 9, 2021, EMPLOYEE agrees to fulfill the functions and duties of
27 County Executive Officer of the County of Riverside.

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1 B. Services provided by EMPLOYEE shall commence on February 9, 2021, and shall
2 continue for a term of three years until February 8, 2024 upon such terms and conditions as set forth herein
3 and as may be mutually negotiated by amendment to this Agreement.

4 C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
5 of the COUNTY to terminate the services of EMPLOYEE at any time, with or without cause and with or
6 without notice.

7 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
8 of EMPLOYEE to resign at any time.

9 E. EMPLOYEE agrees to remain in the exclusive employ of COUNTY, and shall not
10 either to accept other employment or become employed by any other Employer until this Agreement
11 terminated. Notwithstanding, Employee may engage in secondary employment or business activity in
12 accordance with County Policy and state law upon authorization by the Board of Supervisors.

13 **SECTION 3. TERMINATION/MODIFICATION.**

14 A. EMPLOYEE understands, acknowledges and agrees that pursuant to Section 2.C.,
15 above, COUNTY may terminate this Agreement at any time with or without cause or advance notice by
16 COUNTY. COUNTY shall only be required to provide written notice to Employee as to the effective date
17 of said termination.

18 B. In the event this Agreement is terminated by COUNTY prior to the expiration of the
19 Term, EMPLOYEE, pursuant to California Government Code sections 53260 and 53261, shall receive
20 severance compensation in an amount equal to one month of compensation for each month remaining on
21 the Term of the Agreement. Severance compensation shall include salary and health benefits as are received
22 by Exempt Management. If the unexpired term of the Agreement is greater than 12 months, the maximum
23 cash settlement shall be in an amount equal to the monthly salary and health benefits multiplied by 12.

24 C. In the event this Agreement is terminated, EMPLOYEE agrees to immediately
25 surrender the position of County Executive Officer; any and all writings containing information relating to
26 the conduct of the COUNTY'S business prepared, owned, used or retained by EMPLOYEE regardless of

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1 physical form or characteristics; and any and all equipment, tools, or other materials of whatever nature
2 provided to EMPLOYEE by COUNTY.

3 D. In the event EMPLOYEE desires to terminate this Agreement during such time as
4 COUNTY desires EMPLOYEE to continue in the capacity of County Executive Officer, EMPLOYEE
5 agrees to provide the COUNTY with two (2) weeks prior written notice of said resignation and termination
6 of the Agreement.

7 E. In the event that this Employment Agreement is terminated, any cash settlement
8 related to the termination that EMPLOYEE may receive from COUNTY shall be fully reimbursed to
9 COUNTY if EMPLOYEE is convicted of a crime involving an abuse of his or her office or position pursuant
10 Government Code section 53243.2.

11 F. Any modification of this Agreement will be effective only if it is in writing and
12 signed by both parties.

13 **SECTION 4. SALARY AND BENEFITS**

14 A. COUNTY agrees to pay EMPLOYEE pursuant to the salary range of the
15 classification "County Executive Officer" as set forth in Class Code No. 74261 as the same now exists or
16 may hereafter be amended. Effective February 9, 2021, EMPLOYEE shall receive an annual salary of
17 Three Hundred Twenty Five Thousand Dollars (\$325,000.00) payable in the same manner and time as are
18 all other employees of COUNTY.

19 B. EMPLOYEE shall be entitled to all fringe benefits that are afforded to Exempt
20 Management as well as any other benefits that have been or will be granted by the Board of Supervisors.

21 C. All actions taken by COUNTY relating to fringe benefits as hereinafter defined shall
22 be considered actions including and applying to EMPLOYEE. The term "fringe benefits", as used herein
23 are set forth in COUNTY'S Management Resolution, as the same now exists or hereafter may be amended,
24 and are defined herein to specifically include annual leave, holidays, retirement (PERS) benefits and
25 payments, health, dental and life insurance, and deferred compensation as is provided to other COUNTY
26 employees in the Exempt Management Group. In addition, COUNTY shall make available a long-term
27 disability insurance plan for EMPLOYEE, as the same is provided to other COUNTY employees in the
28 Exempt Management Group.

1 D. EMPLOYEE understands, acknowledges and agrees that the position of County
2 Executive Officer is commensurate with an exempt employee under the Fair Labor Standards Act, and shall
3 not be entitled to receive any overtime pay, compensatory time, or other premium pay or compensation,
4 except as may be provided by the Board of Supervisors.

5 E. EMPLOYEE shall automatically receive an annual salary increase of 4% upon
6 satisfactory performance as County Executive Officer on the anniversary date of the effective date of this
7 Agreement.

8 **SECTION 5. PERFORMANCE EVALUATION.**

9 The Board of Supervisors may evaluate EMPLOYEE'S performance on or about the anniversary
10 date of the effective date of this Agreement or at any time during the term of this Agreement. Every year,
11 the Board of Supervisors and EMPLOYEE may, in addition, set goals and objectives for the ensuing year.

12 **SECTION 6. OTHER TERMS AND CONDITIONS.**

13 COUNTY, in consultation with EMPLOYEE, may fix such other terms and conditions of
14 employment as they may determine from time to time, relating to the duties and performance of
15 EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions
16 of this Agreement, or any law, ordinance, resolution or regulation.

17 **SECTION 7. NOTICES.**

18 Notices pursuant to this Agreement shall be given by deposit in the custody of the United States
19 Postal Service, postage prepaid, addressed as follows or as such address may be changed from time to time
20 upon notice to the other:

21 COUNTY: Chairperson of the Board of Supervisors
22 County of Riverside
23 4080 Lemon Street
24 Riverside, CA 92501

25 EMPLOYEE: Jeffrey Van Wagenen

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1 **SECTION 8. ENTIRE AGREEMENT.**

2 This Agreement contains the entire agreement between the parties hereto. No promise,
3 representation, warranty or covenant not included in this Agreement has been or is relied on by any party
4 hereto.

5 **SECTION 9. ASSIGNMENT.**

6 This Agreement is not assignable by either COUNTY or EMPLOYEE.

7 **SECTION 10. GOVERNING LAW.**

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

10 **SECTION 11. PARTIAL INVALIDITY**

11 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void,
12 or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being
13 impaired or invalidated in any way.

14 IN WITNESS WHEREOF, COUNTY and EMPLOYEE have caused this Agreement to be executed
15 on the day and year first above written.

16
17 EMPLOYEE

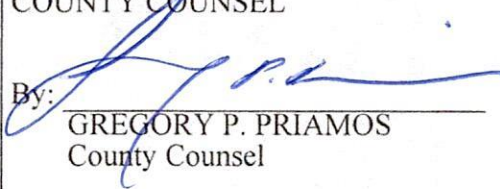
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19 
20 JEFFREY VAN WAGENEN

COUNTY OF RIVERSIDE

21
22 
23 KAREN SPIEGEL
24 Chair of the Board of Supervisors

25 APPROVED AS TO FORM:

26 COUNTY COUNSEL

27 By: 
28 GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY



COUNTY EXECUTIVE OFFICER

Class Code:
74261

Bargaining Unit: Management Resolution -
Management

COUNTY OF RIVERSIDE
Established Date: Aug 1, 1996
Revision Date: Aug 28, 2008

SALARY RANGE

\$126.36 - \$198.96 Hourly
\$21,901.76 - \$34,485.53 Monthly
\$262,821.10 - \$413,826.40 Annually

CLASS CONCEPT:

Under administrative direction, to act as agent of the board in coordinating the administrative activities of the county government; to analyze and recommend the county budget; to plan, organize and direct the work of the administrative office; to conduct administrative studies of county operations and procedures and to prepare recommendations for the Board of Supervisors; and to do other work as required.

This class has been designated At-Will by the Board of Supervisors, in accordance with the provisions provided under Article 6, Section 601E (1) of the County Management Resolution and serves at the pleasure of the Board of Supervisors.

REPRESENTATION UNIT:

Management Resolution - Management

EXAMPLES OF ESSENTIAL DUTIES:

(Depending on the area of assignment, duties may include, but are not limited to, the following)

- Acts as an agent of the Board of Supervisors to insure that administrative policies and programs are carried out by departments.
- Directs the analysis and evaluation of annual and supplementary budget requests of all county departments and special districts.
- Directs the preparation of budget recommendations to the Board of Supervisors.
- Directs the continuous review of county expenditures throughout the fiscal year to determine if such expenditures are necessary and in accordance with Board policy and makes recommendations to the Board.
- Directs the development of budget procedures and schedules and advises department

EXHIBIT "A"

heads on budget policies and procedures.

- Coordinates long term capital project programming.
- Attends meetings of the Board of Supervisors and makes recommendations on administrative and budgetary matters.
- Plans, organizes and directs the work of the executive office.
- Selects, trains, and evaluates the performance of the technical and clerical staff.
- Analyzes and recommends policies and procedures for the orderly conduct of the County's administrative affairs.
- Directs surveys and studies on a wide variety of administrative and budgetary subjects and makes recommendations to the Board.
- Directs the collection, analysis and interpretation of data on departmental activities and coordinates administrative policy with departmental activities.
- Directs the analysis and projection of long-range systems needs for the County.
- Directs the planning on a County-wide basis for the coordinated development of major systems.

RECRUITING GUIDELINES:

Education: Graduation from an accredited college or university with major coursework in public or business administration, political science, economics, or related field.

Experience: Five years of progressively responsible experience in a management or administrative capacity in public or private employment, involving responsibility for planning, organizing, and execution of varied work programs, including three years of responsible supervisory experience.

Knowledge of: Modern principles of public administration, organization, and management; modern office methods and procedures; administrative survey principles and techniques; principles and practices of governmental budgeting; current social, political, economic, and scientific trends; principles of effective public relations.

Ability to: Plan, organize, direct and evaluate the work of a technical and clerical staff; analyze and make recommendations on administrative and technical problems; prepare and present comprehensive reports and recommendations; establish and maintain effective relationships with public officials, administrators, employees and the public.

PRE-EMPLOYMENT:

All employment offers are contingent upon successful completion of both a pre-employment physical exam, including a drug/alcohol test, and a criminal background investigation, which involves fingerprinting. (A felony or misdemeanor conviction may disqualify the applicant from County employment).

PROBATIONARY PERIOD:

As an Approved Local Merit System, all County of Riverside employees, except those serving "At Will," are subject to the probationary period provisions as specified in the applicable Memorandum of Understanding, County Resolution, or Salary Ordinance. Temporary and Per Diem employees serve at the pleasure of the agency/department head.