

## **EMPLOYMENT CONTRACT FOR COUNTY EXECUTIVE OFFICER/CLERK OF THE BOARD**

This contract is entered into this 5<sup>th</sup> day of December, 2023, between the County of Shasta (“County”) and David J. Rickert (“Employee”) (collectively, the “Parties” and individually a “Party”).

Whereas, David J. Rickert has utilized his history of experience to provide a positive benefit to the County in his position as County Executive Officer; and

Whereas, it is vitally important that the County provide positive incentives to its employees to ensure that highly skilled employees remain employed by the County.

IT IS MUTUALLY AGREED:

**1.           Scope of Services.**

- A.       Employee shall carry out the duties of the County Executive Officer as set forth in Shasta County Code, Chapter 2.12, as it presently reads and as it may be amended, and shall also carry out the duties of the Clerk of the Board of Supervisors, as set forth in Shasta County Code, Chapter 2.08, as it presently reads and as it may be amended. The position of County Executive Officer/Clerk of the Board shall hereafter be referred as “CEO.” Employee shall also perform such other legally permissible and proper duties and functions as the Shasta County Board of Supervisors (“Board”) shall from time-to-time assign or delegate.
- B.       Employee shall promptly advise the Board of any issues of significance, and whenever possible, recommend specific actions to address those issues.
- C.       Employee shall represent the Board in the County’s intergovernmental relationships in accordance with the Board’s instructions.
- D.       Employee shall conduct formal yearly performance evaluations of all appointed County department heads, except the County Counsel, and shall inform the Board of any problems with department head performance.
- E.       Employee shall provide services as County’s CEO on a full-time basis, under the direct supervision and control of the Board. At all times, Employee will, to the best of his ability and experience, loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this contract.
- F.       During the term of this contract, Employee shall not engage in other business activities or pursuits, nor shall he hold elective public office. Furthermore, Employee shall not, directly or indirectly, render any services of a commercial nature to any other person or organization, whether for compensation or otherwise, without prior written consent

of the Board. However, the expenditure of reasonable amounts of time for educational, charitable, business activities, pursuits, or professional activities, whether for compensation or otherwise, shall not be deemed a breach of this contract if those activities do not materially interfere with the services required under this contract, including those that require Employee to carry out the duties of CEO on a full-time basis, and shall not require the prior written consent of the Board. This contract shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs otherwise allowed by applicable statutes and regulations.

- G. During the term of this contract, Employee shall not directly or indirectly, or in a representative capacity, engage or participate in any business, educational, charitable or professional activities that are in conflict with the business or interests of County.

## **2. Term and Termination.**

- A. The term of this contract shall begin December 5, 2023. This employment contract shall replace and nullify Employee's previous employment contract with the County upon this contract's effective date. Employee shall serve an initial term from the time of his appointment through December 31, 2026. The Board of Supervisors, by written action, may renew this contract for successive three (3) year term appointments at the Board's discretion. Failure of the Board to renew the contract prior to its expiration shall be considered a termination of the contract without cause upon the contract's expiration.
- B. The CEO is the highest-ranking officer of the County and reports directly to the Board. The highest degree of compatibility and trust between Employee and the Board is essential. Employee shall serve at the pleasure of the Board in an at-will status, subject only to the provisions of this contract.
- C. Employee's job performance shall be evaluated by the Board in December 2024, and annually every December thereafter, unless that schedule is modified by the Board.
- D. Each party shall have the unqualified right to terminate this contract.
- E. Employee acknowledges that as an at-will employee of the County, he may be terminated, disciplined or discharged at any time, provided however that the parties hereby agree that any such termination, discipline, or discharge must be based on good cause, confirmed in writing by County and personally provided in advance of said action to Employee. Except as provided herein, Employee shall have no property interest in his employment and is therefore entitled to no pre-disciplinary or pre-removal due process and the parties agree that the taking of disciplinary action shall not alter Employee's status as an at-will employee.

- F. In the event that the County terminates Employee's employment during the course of this contract, the County shall pay to Employee an accelerated lump sum payment for the remainder of compensation due through and until the end of the three (3) year period of expiration of this contract, as outlined in Section 3 Subsection A of this contract, including annual step increases. If the unexpired term of the Agreement is greater than 18 months, the maximum severance pay payment shall be an amount equal to 18 months of base salary.
- G. Severance pay shall not include any noncash items other than health benefits. As part of severance pay, for the unexpired term of the contract, or for 26 weeks, or until the Employee finds other employment, whichever is the shorted period of time, the county shall continue to pay the County's health benefits contributions previously established for Employee as part of COBRA health plan continuation coverage.
- H. Notwithstanding any other provision of this agreement, the maximum severance pay and health benefits that Employee may receive under this agreement as a result of termination without cause, shall not exceed the limitations provided in Government Code § 53260 -53264, as they presently read and as they may be amended.
- I. Severance pay shall be in addition to any accumulated annual leave payments to which the Employee would be otherwise entitled under the Shasta County Personnel Rules.
- J. Pursuant to Government Code § 53243.2, as it presently reads and as it may be amended, regardless of the term of the Agreement, any severance pay shall be fully reimbursed to County if Employee is convicted of a crime involving an abuse of Employee's office or position, as defined by Government Code § 53243.4, as it presently reads and as it may be amended.
- K. Beginning January 1, 2024, the County shall provide the Employee a term life insurance policy with a benefit value of \$150,000. This benefit shall be provided regardless of the time left on Employee's contract.

**3. Compensation.**

- A. Employee shall be compensated for services performed pursuant to this contract at the "D" Step of the salary range for the position of County Executive Officer as set forth in salary resolutions adopted by the Board of Supervisors, plus any stipends associated with that classification as established by formal action of the Board of Supervisors. Employee's salary shall be paid in the manner set forth in the County's resolutions and ordinances. Employee's salary shall be paid in the manner set forth in the County's resolutions and ordinances. Employee's salary shall be subject to annual Step increases until the "F" Step of the salary range for the position of County Executive Officer is reached.

- B. Employee is an exempt employee under applicable wage and hour laws and shall not be subject to minimum wage and overtime requirements. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Employee's position.

4. **Benefits**

- A. During the term of this contract, Employee shall be entitled to all of the benefits provided by County to its appointed department heads, including the benefits set forth in Chapter 11 ("Holidays"), Chapter 12 ("Vacations"), Chapter 13 ("Sick Leave and Bereavement"), Chapter 15 ("Management Benefits") and Chapter 21 ("Retirement System") of the Shasta County Personnel Rules, as they presently read and as they may be amended, and any other benefits provided by County to its appointed department heads established by resolution or other formal action by the Board of Supervisors. If any ambiguity, inconsistency or conflict exists between the terms of this contract and the provisions of any of the aforementioned policies relating to benefits provided by County to its appointed department heads, the terms of this contract shall govern.
- B. Employee shall also be entitled to the vacation and sick leave accrual benefits for new management hires identified in Section 12.1(A) and (B) and Section 13.8 of the Shasta County Personnel Rules. Employee shall be considered to have satisfied the requirements in Section 12.1(C) and Section 13.8 of the Shasta County Personnel Rules and is eligible to receive such accrual benefits. The Parties hereby agree that Employee shall enter employment with sixteen years of continuous service for purposes of Section 12.1 (A) of the Personnel Rules, and shall have immediately available seventeen equivalent days of vacation leave for purposes of Section 12.1 (B) of the Personnel Rules and five days of sick leave for purposes of Section 13.8 of the Personnel Rules.
- C. Employee shall be entitled to a \$5,000 per year automobile allowance, divisible by the number of pay periods in the calendar year. This is intended to cover the cost of mileage, insurance, and other travel related expenses on Employee's personal vehicle when used for County business. Employee will not be entitled to any further mileage reimbursement nor will Employee utilize a County vehicle (as defined in Section 33.2 of the Shasta County Personnel Rules) when traveling on County business. Employee is responsible for insurance on Employee's vehicle and damage that may occur to Employee's personal vehicle if an accident were to take place while traveling on County business. Employee shall otherwise be reimbursed for expenses in accordance with Chapter 20 of the Shasta County Personnel Rules and any other policy adopted by formal action of the Board of Supervisors.
- D. Employee shall be reimbursed for any membership dues paid to civic organizations, upon the prior approval of the Board.

- E. To the extent that any provision of this contract may be inconsistent with the provisions of the California Public Employees' Pension Reform Act ("PEPRA"), as it presently reads and as it may be amended, or other law, the provisions of PEPRA and such other law shall govern.

**5. Defense and Indemnification.**

County shall defend and indemnify Employee for acts or omissions within the scope of his County employment in accordance with the California Government Claims Act, as it presently reads and as it may be amended.

**6. Entire Contract.**

This contract embodies the entire contract between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Employee other than those contained in this document.

**7. Severability.**

If any provision of this contract is held to be unconstitutional, invalid, unenforceable or otherwise not in effect, the remainder of this contract shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**8. Effect of Waiver.**

The failure of either party to insist on strict compliance with any of the terms of this contract by the other party shall not be considered a waiver of that term at any other time.

**9. Notices.**

All notices under this contract shall be addressed to County as follows:

Board of Supervisors  
1450 Court Street, Suite 308B  
Redding, CA 96001-1675

All notices under this contract shall be addressed to Employee as follows:

County Executive Officer  
1450 Court Street, Suite 308A  
Redding, CA 96001-1675

10. **Changes or Modifications to Contract.**

Amendments to this contract may be made in writing upon the mutual consent of the parties.

COUNTY OF SHASTA

Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICK JONES, Chairman  
Board of Supervisors

ATTEST:

Acting Clerk of the Board

By: \_\_\_\_\_  
Deputy

EMPLOYEE

\_\_\_\_\_  
DAVID J. RICKERT

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel