

**CALAVERAS COUNTY
COUNTY ADMINISTRATIVE OFFICER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT (Agreement) is made and entered into this 9th day of April, 2019, by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as COUNTY) and Albert G. Alt (hereinafter referred to as ALT), both of whom understand and agree as follows:

Section 1. Duties

- A. COUNTY hereby agrees to employ, and ALT accepts employment, as Calaveras County Administrative Officer (CAO) to perform the functions and duties specified in Chapter 2.10 of the Calaveras County Code and to perform other legally permissible and proper duties and functions as the Board of Supervisors from time to time assigns.
- B. ALT shall perform his/her duties to the best of his/her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by COUNTY.
- C. ALT shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law, and agrees that he will not take any position, paid or otherwise, which may in any degree conflict or appear to conflict with the duties inherent in the position of Calaveras CAO. Prior to performing any services under this Agreement and annually thereafter, ALT must complete all disclosure forms required by law.

Section 2. Term

- A. The term of this Agreement shall be for 3 years, from April 27, 2019 through and including April 30, 2022 unless terminated by either party in accordance with the provisions set forth in section 3 or unless terminated by the event of death or permanent disability of ALT. ALT's start date will be April 27, 2019 with the first day of work in the office on Monday April 29, 2019.
- B. ALT agrees to remain in the exclusive employ of COUNTY during the term of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of ALT to resign from the CAO position with COUNTY, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of COUNTY to terminate the services of ALT at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- E. For purposes of determining the amount of ALT's salary and any stipend or allowance, partial months will be prorated based on the number of days this Agreement is in force during the month calculated as a percentage of the total number of calendar days in the month.

- F. In the event COUNTY and ALT agree to extend this agreement for an additional 3 years (e.g. to April 2025), COUNTY agrees to provide 1 additional month of compensation at the rate in effect at the time of the extended agreement.

Section 3. Resignation, Termination and Extension

- A. ALT may resign at any time during the term of this Agreement, and agrees to give COUNTY thirty (30) days' notice of the effective date of ALT's resignation, unless the parties agree otherwise.
- B. As set for in 2.10.020 of the Calaveras County Code, the CAO serves at the will of the COUNTY. The parties recognize and affirm that: (1) ALT is an "at will" employee whose employment may be terminated by the Board of Supervisors without cause; and (2) there is not express or implied promise made to ALT for any form of continued employment.
- C. The decision to terminate may be made in closed session in accordance with the Ralph M. Brown Act.
- D. ALT may choose to resign the office instead of being terminated if an action by the Board of Supervisors to terminate has been made in closed session.
- E. The COUNTY may choose to extend the Employment Agreement for an additional 3 years unless, during the third employment year performance appraisal, the COUNTY gives ALT a 90 day notice informing him that the contract will not be extended. The performance appraisal must take place in closed session no later than January 14, 2022.

Section 4. Severance Pay

- A. If ALT is terminated by the Board of Supervisors while still willing and able to perform all of the duties of the CAO position, COUNTY agrees to pay ALT a cash payment equal to four months' salary. COUNTY agrees to pay ALT cash payment equal to 2 additional months following the completion of the second year of employment. The parties agree that any such cash settlement shall comply with Government Code Sections 53260 and 53261, and any applicable amendments thereto. Pursuant to Government Code Section 53261, any cash settlement paid under the terms of this Agreement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, pursuant to the same time limitations as provided in Section 53260, or until ALT finds other employment, whichever occurs first.
- B. ALT may at his election continue to receive benefits provided by the County consistent with State or Federal law but the full costs of any such benefits shall be exclusively at the cost of ALT. COUNTY will as required deduct appropriate employee costs for County, State or Federal charges. Such payment will release COUNTY from any further obligations under this Agreement and any other provisions of law. Any unpaid, previously accrued leave, including but not limited to vacation or any other accruable leave that may be in effect at the time of severance, will be dispersed in the same manner as then provided to management employees, and as they may be amended from time to time.
- C. In exchange for severance pay, ALT agrees that at the time of payment of the severance, ALT

will execute a release of all claims related to ALT's employment with COUNTY. Provided however, if ALT is terminated for good cause consisting of acts of moral turpitude, COUNTY shall have no obligation to continue the employment of ALT or to pay the severance set forth in this section.

Section 5. Incapacity and Unpaid Leave

- A. Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if ALT is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform ALT's duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this Agreement.

- B. In the event that an unpaid leave is approved by the Board of Supervisors due to ALT's incapacity, or for any other reason, ALT shall not receive any salary, stipend, or allowance while on such unpaid leave. ALT shall not accrue Management Time-Off (MTO) benefits while on unpaid leave. ALT may, at ALT's option and expense, maintain ALT's group insurance coverage while providing the full monthly premium to the COUNTY on or before the first day of the month for which the premium is intended. If the unpaid leave results from ALT's having exhausted all paid leave benefits, then ALT's group insurance will be continued for one (1) full calendar month on the normal premium share-of-cost basis unless ALT is entitled to a longer period of normal premium cost sharing as a result of applicable state or federal law.

Section 6. Salary and Benefits

- A. Salary. COUNTY agrees to pay ALT for services rendered under this Agreement, a salary payable at 80 hours per period which equals \$7,170.40 Bi-weekly, or pro-rata portion thereof. Said salary shall be payable in installments at the same time and in the same manner as other management employees of the COUNTY. Said salary shall be subject to applicable withholding requirements in conformance with State and Federal law. ALT shall be considered an exempt management employee, not entitled to any overtime compensation.

- B. Increase in Salary. ALT is an appointed department head and therefore shall be subject to the same provisions as all department heads, mid-management and professional and confidential staff.

Notwithstanding any other provisions of this Agreement, COUNTY's Board of Supervisors reserves the right, in their sole discretion, to increase the compensation paid by COUNTY to ALT during the term of this Agreement. The compensation stated in this Agreement shall not be deemed to be a fixed amount for the entire term of this Agreement, and may be increased in the discretion of the Board of supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

- C. Vacation, sick Leave, Holidays and Management Time Off.
 - a. Vacation. Upon the effective date of this Agreement, ALT shall be credited with Twenty (24) hours of vacation and shall accrue vacation at the rate of One-Hundred-Twenty (120) hours annually.

 - b. Sick Leave. Upon the effective date of this Agreement, ALT shall be credited with Forty Five (45) days (360 hours) of sick leave and shall accrue additional sick leave as

set forth in Section 2.64.675 of the Calaveras County Code.

- c. **Holiday.** Upon the effective date of this Agreement, ALT shall be entitled to paid holidays as set forth in Section 2.64.665 of the Calaveras County Code.
- d. **Management Time Off.** Upon the effective date of this Agreement ALT shall be entitled to Management Time-Off (MTO) at the rate of Forty (40) hours annually. All MTO must be used in the calendar year in which it was granted or ALT will lose that MTO.
- c. **Longevity Pay.** Upon the effective date of this Agreement, ALT shall be credited with 6 years of seniority. The addition of seniority does not change or add to Service Credit with CalPERS.

Section 7. Automobile Allowance

ALT shall receive a monthly (or portion thereof) automobile allowance of \$500.00 to cover travel to/from and within Calaveras County as necessary to perform the duties described herein. This automobile allowance is not included in the Public Employees Retirement System calculations for ALT and shall not be prorated.

Section 8. Paid Leave Reimbursement

- A. Pursuant to Government Code Section 53243, if ALT is placed on paid leave salary pending an investigation, ALT shall fully reimburse all salary paid during that paid leave if the results of the investigations are sustained.
- B. Pursuant to Government Code Section 53243.1, if COUNTY provides funds for the legal criminal defense of ALT, ALT shall fully reimburse all of the funds provided for that purpose to COUNTY within thirty (30) days after ALT's conviction of any crime involving an abuse of ALT's office or position.
- C. Pursuant to Government Code Section 53243.2, if this Agreement is terminated and ALT received a cash settlement related to the termination, ALT shall fully reimburse all of the cash settlement to COUNTY within thirty (30) days after ALT's conviction of any crime involving an abuse of ALT's office or position.
- D. Pursuant to Government Code Section 53243.4, "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.
 - b. A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

Section 9. Performance Evaluation

- A. The Board of Supervisors shall review and evaluate ALT's performance at least once every year. The review and evaluation shall be conducted in a manner consistent with Calaveras County Department Head evaluation policies. Review and evaluation criteria may be added to, amended, revised or deleted from as the Board of Supervisors may from time to time determine. Further the Board of Supervisors shall provide ALT with a summary written statement of the findings and provide an adequate opportunity for ALT

to discuss his evaluation with the Board of Supervisors.

- B. Annually the Board of Supervisors and ALT shall define the goals and performance objectives that they determine necessary for the proper operation of COUNTY and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

Section 10. Other Terms and Conditions of Employment

The Board of Supervisors, by resolution or ordinance, shall fix any other terms and conditions of employment as it may determine from time to time related to the performance of ALT, provided that such terms and conditions are not inconsistent with the provisions of this Agreement or other law. All determinations as to the reportability of any compensation shall be made as mandated by the California Public Employee's Retirement Law in effect at the time of the compensation is earned, and the County makes not representations or guarantees as to that system's treatment of compensation with respect to total final compensation or service credit.

Section 11. Notices

Any notices required by this Agreement shall be in writing and either given in person or by First Class Mail with the postage prepaid and addressed as follows:

TO: Board of Supervisors
Attn: Chair
891 Mountain Ranch Road
San Andreas, CA 95249

TO: Albert G. Alt

Section 12. Assignment

This Agreement is not assignable by either COUNTY or ALT. Any assignment by either party shall be void.

Section 13. Cooperation

COUNTY and ALT agree that at the time of severance they will cooperate fully in executing any and all further documents and taking any additional action necessary to carry out the intent of this Agreement.

Section 12. Indemnification

The CAO shall be considered a County officer/employee for purposes of workers' compensation and liability coverage. The County shall defend, save harmless, and indemnify ALT against any tort, liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ALT's duties as CAO.

Section 11. Bonding

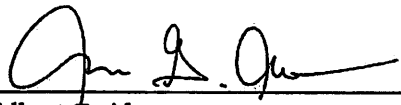
County shall bear the full cost of any fidelity or other bonds required of ALT under any law or ordinance.

Section 12. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding on and inure to the benefit to the heirs at law and executors of ALT.
- C. The term of this Agreement shall commence on April 9, 2019.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Calaveras County Board of Supervisors has authorized and caused this Agreement to be signed and executed on its behalf by its Chairperson, and duly attested by its County Clerk, and ALT has signed and executed this Agreement.

COUNTY OF CALAVERAS



Albert G. Alt

Date: 4/5/19

Chair, Board of Supervisors

Date: _____

ATTEST:

County Clerk and Ex-Officio Clerk
to the Board of Supervisors
County of Calaveras, California

Date: _____

Approved As To Form:

Megan Stedtfeld, County Counsel

Date: _____