



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to approve an Employment Agreement with Charles J. McKee as County Administrative Officer.

PASSED AND ADOPTED on this 17th day of September 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 17, 2019.

Dated: September 19, 2019
File ID: RES 19-113
Agenda Item No. 12

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy



Monterey County

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Board Report

Legistar File Number: 19-0724

September 17, 2019

Introduced: 9/12/2019

Version: 1

Current Status: Scheduled AM

Matter Type: General Agenda Item

Consider approving an Employment Agreement with Charles J. McKee as County Administrative Officer.

RECOMMENDATION:

It is recommended that the Board of Supervisors consider approval of an Employment Agreement with Charles J. McKee as County Administrative Officer.

SUMMARY AND DISCUSSION:

Upon retirement of Dr. Lew C. Bauman, a vacancy exists in the position of County Administrative Officer ("CAO"). Subject to and contingent upon the negotiation of mutually acceptable terms of an employment agreement, the Board has selected County Counsel Charles J. McKee to serve as CAO. An Employment Agreement is under negotiation and will be presented to the Board for consideration in open session.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The annual salary and other benefits for the CAO position are financed in the FY 2020 adopted budget, CAO Departmental - Administration & Finance Budget Unit, no. 8045, appropriation unit CAO001.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

- Economic Development
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by:

Leslie J. Girard, Chief Assistant County Counsel, x5365

Approved by:
Lew C. Bauman, CAO

Attachments:
Board Report

..Title

Consider approving an Employment Agreement with Charles J. McKee as County Administrative Officer.

..Report

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

- Economic Development** – Through collaboration, strengthen economic development to ensure a diversified and healthy economy.
- Administration** – Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.
- Health & Human Services** – Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for health choices and healthy environments in collaboration with communities.
- Infrastructure** – Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.
- Public Safety** – Create a safe environment for people to achieve their potential, leading business and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: 

Leslie J. Girard, Chief Assistant County Counsel, x. 5365

Approved by: 

Lew C. Bauman, CAO

**EMPLOYMENT AGREEMENT
COUNTY ADMINISTRATIVE OFFICER OF THE COUNTY OF MONTEREY**

THIS AGREEMENT is made as of the date last signed by the parties below and is by and between the County of Monterey (the "County") and Charles J. McKee ("McKee").

RECITALS

WHEREAS, the County of Monterey is a public entity organized under the laws of the State of California providing a full range of services to the residents of the County. The County requires the services of a County Administrative Officer to oversee the County's administrative services, coordinate the efforts of all the County's departments and agencies in the provision of public services to the residents of the County consistent with the mission of the Board of Supervisors of the County, and to otherwise perform the duties of a county administrative officer as set forth in state law and in the Monterey County Code; and,

WHEREAS, McKee has faithfully served the County as County Counsel since 2003, and is thus duly qualified and is an individual who has the education, training and experience in local government management and possesses the requisite skill, knowledge, and experience to provide the management and administrative services for a general law county required under this Agreement; NOW, THEREFORE,

In consideration of the mutual covenants and conditions set forth in this Agreement, the County and McKee mutually agree as follows:

1. Employment as County Administrative Officer

1.01. Employment. Subject to the terms and conditions of this Agreement and all applicable state and local laws, rules, regulations, policies, practices, and procedures, the County hereby employs McKee as County Administrative Officer ("CAO"), and McKee accepts such employment, subject to the provisions of this Agreement. Except to the extent inconsistent with the terms and conditions of this Agreement, all County personnel policies, practices, and procedures shall apply to McKee, including but not limited to policies, practices, and procedures pertaining to promotion, discipline, grievances, layoff, and payment and provision of compensation, benefits, and retirement. In the event of any inconsistency between the terms of this Agreement and the County personnel policies, practices, and procedures, the provisions of this Agreement shall control.

1.02. Commencement of Services. McKee shall assume the duties of Monterey County CAO on September 14, 2019, and shall be considered to have resigned his position as County Counsel effective the same day.

2. Compensation and Employee Benefits

2.01. Base Salary. The County shall pay McKee an initial base salary at Step 5 of the CAO's Salary Schedule. Such salary shall be payable in the same manner and at the same time as salary payments are made to County employees.

2.02. Salary Adjustment. Each step in the CAO salary schedule is equal to 5.5%. If, at the end of the first 12 months of the term of this Agreement, McKee's performance is satisfactory to the Board of Supervisors, McKee's base salary shall be increased no less than one step to ensure equity in compensation in comparison to other top management in the County and at Natividad Medical Center (NMC). Subsequent salary adjustments shall be according to County Policy for "Y" level employees or as agreed to by the parties.

2.03. Benefits. McKee shall be entitled to benefits of employment generally available to executive management officers and employees of the County including but not limited to annual leave, professional leave, retirement, and medical insurance (health, dental, and vision). McKee's accumulated and earned leave, vacation, and other benefit rights accrued during his service as County Counsel shall accrue to and be transferred to his benefits granted as CAO hereunder.

2.04. Vehicle Allowance. In lieu of use of a County vehicle, the County shall, at the County's expense, provide McKee a vehicle allowance in the amount of six hundred dollars (\$600) dollars per month.

2.05. CAO Expense Allowance. In lieu of management expense allowance provided for executive management, McKee shall receive five hundred dollars (\$500) per year prorated and payable on a monthly basis as a CAO Expense Allowance.

2.06. County Credit Card. In connection with his service as County Administrative Officer, the County shall issue McKee a County credit card to be used for his actual and necessary business-related expenses. McKee shall submit periodic credit card statements to the Chair of the Monterey County Board of Supervisors for approval.

2.07. Adjustment to Benefits. The non-salary benefits set forth above are subject to adjustment by the County in accordance with the County policies, practices, and procedures relating to its executive management officers and employees of the County.

3. Term, Termination, and Status.

3.01. Term. This Agreement shall be in full force and effect commencing on September 14, 2019, and shall terminate on September 15, 2023 ("Expiration Date") unless amended or extended, or a new employment agreement is executed by the parties. If so desired by the parties, the Board of Supervisors and McKee may negotiate a new employment Agreement subject to mutually acceptable agreement terms and provisions. Either party may initiate contract negotiations. In the event that the parties fail to negotiate

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Charles J. McKee

a new employment agreement prior to the Expiration Date, the term of this Agreement shall be deemed automatically extended until such time that a new employment Agreement is executed between the County and McKee or McKee's appointment as CAO is terminated pursuant to Section 3.02 of this Agreement.

3.02. Termination. This Agreement may be terminated at any time, in the following manner:

- a) By mutual agreement of the parties as set forth in writing; or
- b) By McKee giving the County not less than thirty (30) days' advance written notice of such termination; or
- c) By the County giving written notice to McKee of such termination, which termination shall be effective immediately upon the giving of such notice.

3.03. "At-Will" Status. Subject to the requirements of federal and state law, McKee acknowledges that in his capacity as CAO he is an at-will employee of the County and serves at the pleasure of the Monterey County Board of Supervisors. McKee may be dismissed as CAO and this Agreement terminated at the discretion of the Board of Supervisors for any reason, or no reason, except that the County shall provide the notice set forth in Section 3.02 of this Agreement. Any amounts of salary and benefits owed to McKee as CAO shall be prorated according to the effective date of termination as CAO.

4. Evaluations. The Monterey County Board of Supervisors and McKee shall mutually develop goals and objectives for the basis of his performance evaluations within the first three (3) months of the term of this Agreement. During the term of this Agreement, the Monterey County Board of Supervisors shall evaluate McKee's performance as CAO at intervals of approximately six months, or more frequently, at the discretion of the CAO or the Board of Supervisors.

5. Bonds. The County shall at its sole cost and expense provide and maintain thereafter, Master, Official, fidelity and all other bonds required by law to be provided for CAOs by or on behalf of McKee as CAO.

6. Severance. In the event that McKee is terminated as CAO by County, the County shall provide a severance payment equal to six (6) months of the CAO's base salary as set forth in Sections 2.01 and 2.02. This severance shall be paid in a lump sum unless otherwise agreed to by the County and McKee. McKee will not be entitled to any severance pursuant to this section if the agreement is terminated for criminal conduct. McKee shall also be compensated for all accrued sick leave, vacation time, and executive and professional leave.

7. General Provisions

7.01. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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7.02. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

7.03. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures in performing this Agreement.

7.04. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

7.05. Time Is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

7.06. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

7.07. Indemnification. As codified in the California Government Code, County shall defend, save harmless and indemnify McKee against any tort, professional 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 McKee's duties as an employee of County or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities. The provisions of this Section and County's obligations hereunder to indemnify McKee shall survive this Agreement.

7.08. Construction of Agreement. Each party has fully participated in drafting, negotiating, reviewing, and revising this Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

7.09. Review and Execution of Agreement. Each party acknowledges that it has had the opportunity to read this Agreement and to consult with legal counsel of its choice concerning the terms, conditions, obligations, duties, and responsibilities set forth in this Agreement, and that each party executes this Agreement based on its own analysis and not upon the representations of the other party.

7.10. Copies. A true and correct copy of this Agreement may be enforced on the same basis as the original.

7.11. Authority. Every person executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions set forth herein.

7.12. Integration. This Agreement, including any exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall

CAO Employment Agreement
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supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

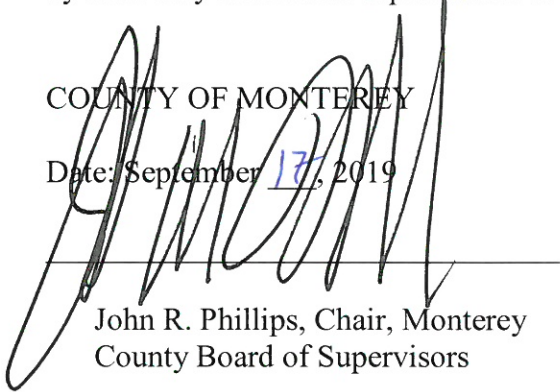
7.13. Non-Assignment. This Agreement is personal between the County and McKee and may not be assigned, in whole or in part.

7.14. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the date first set forth above.

COUNTY OF MONTEREY


Date: September 17, 2019



John R. Phillips, Chair, Monterey
County Board of Supervisors


CHARLES J. MCKEE

Date: September 17, 2019



Charles J. McKee

APPROVED AS TO FORM:



Leslie J. Girard
Chief Assistant County Counsel