



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: CEO/Human Resources
Department No.: 064
For Agenda Of: 10/5/10
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Susan Paul, Assistant CEO/HR Director x 2847
Director(s)

Contact Info: Jeri Muth, Assistant HR Director x2816

SUBJECT: County Executive Officer Contract – Chandra Wallar

County Counsel Concurrence

As to form: Select_Concurrence

Other Concurrence: Select_Other

As to form: Select_Concurrence

Auditor-Controller Concurrence

As to form: Select_Concurrence

Recommended Actions:

That the Board of Supervisors:

Approve an employment contract with Chandra Wallar for services as County Executive Officer for a term beginning November 1, 2010 and ending October 31, 2013.

Summary Text:

On September 28, 2010, the Board of Supervisors appointed Chandra Wallar to the position of County Executive Officer for the County of Santa Barbara with an effective date of November 1, 2010. The attached agreement outlines the negotiated terms and conditions of Ms. Wallar's employment.

Background:

For many months the County of Santa Barbara has conducted an extensive recruitment to select a replacement for the retiring County Executive Officer (CEO). On September 28, 2010 the Board appointed Chandra Wallar to the position with an effective date of November 1, 2010. The terms and conditions of employment for the CEO are established through an employment contract which was negotiated with Ms. Wallar. The attached contract is for a three-year term and outlines the pay and benefits for the CEO.

Fiscal and Facilities Impacts:

Budgeted: Yes.

Fiscal Analysis:

The compensation is outlined in the employment contract.

Attachments: Employment Contract

cc: Chandra Wallar
Dennis Marshall, County Counsel
CEO/Human Resources

AGREEMENT FOR SERVICES OF COUNTY EXECUTIVE OFFICER

THE COUNTY OF SANTA BARBARA ("County"), a political subdivision of the State of California, and Chandra Wallar ("Chandra Wallar"), mutually agree as follows.

1. **SCOPE OF SERVICES.** Chandra Wallar shall serve as County Executive Officer of the County of Santa Barbara. Chandra Wallar shall have the powers and duties of the County Executive Officer as provided in the general law of the State of California and the Santa Barbara County Code, particularly the County Executive Officer Ordinance (County Code Chapter 2, Article X, §§ 2-69 through 2-72). In particular, as specified in County Code §2-71, Chandra Wallar shall, subject to the policy direction of the Board of Supervisors, direct and manage the County's administrative, legislative, financial planning and budget management operations.
2. **EMPLOYMENT STATUS.** Chandra Wallar is a county officer and an at-will employee of the County. Chandra Wallar shall have the benefits and obligations of appointed County Department Heads and as described in this agreement. Chandra Wallar shall be a member of the County Retirement System.
3. **DEVOTION TO COUNTY BUSINESS.** Chandra Wallar shall devote productive time, ability and attention to the business of the County during the term of this agreement. Chandra Wallar shall not engage in any other business duties or pursuits or render any services of a business, commercial or professional nature for compensation without the prior consent of the Board of Supervisors. However:
 - 3.1. The expenditure of reasonable amounts of time for educational, charitable or professional activities shall not be deemed a breach of this agreement.
 - 3.2. This agreement shall not be interpreted to prohibit Chandra Wallar from making personal investments or conducting private business affairs so long as she complies with all financial conflict of interest laws applicable to public officials.
4. **COMPENSATION.** Chandra Wallar shall be appointed at an annual salary of \$232,000 payable bi-weekly. Further salary adjustments shall be by Resolution of the Board of Supervisors based upon performance.
5. **BENEFITS.** Chandra Wallar shall receive all of the management benefits, not inconsistent with this agreement, set forth for Department Heads in Resolution No. 07-197 adopted by the Board of Supervisors on June 26, 2007. For purposes of calculating annual vacation accrual rate and maximum accrual Chandra Wallar will receive credit for 11 prior years of public agency service. In addition, Chandra Wallar will receive eighty (80) hours vacation and eighty (80) hours sick leave upon beginning employment which are available for immediate use.
 - 5.1. County shall make a twice monthly payment to the County offered health plan selected by Chandra Wallar in the amount of \$206.67 and up to \$13.13 twice monthly for the dental plan of Chandra Wallar's choice. Chandra Wallar shall be entitled to the same contribution increase granted all other County managers. County shall also pay the cost of a standard annual physical examination not otherwise paid by Chandra Wallar's selected health plan.

5.2. In the event of resignation or non-renewal of this agreement, Chandra Wallar may convert up to one year accrued and unused sick leave to retirement service credit.

5.3. The County will make an annual \$10,000 contribution into a qualified 401(A) plan. The County will further explore in good faith plan modifications to allow employee contributions to the 401(A) plan consistent with the Internal Revenue Code so long as such modifications are cost neutral to the County.

5.4. The County shall provide Chandra Wallar term life insurance equal to her annual salary base.

5.5. RELOCATION EXPENSES. Chandra Wallar is authorized \$20,000 for relocation expenses which include travel, meals, temporary housing, moving expenses and the balance, if any, will be paid as a cash housing offset. Relocation expenses are treated as a reimbursement and some or all of the payment may be taxable.

6. AUTOMOBILE ALLOWANCE. Chandra Wallar shall receive an automobile allowance of \$307.00 per pay period in lieu of being assigned a County vehicle, plus mileage reimbursement for use of personal vehicle as set forth in applicable County travel policy.

7. TERM. The agreement shall be effective from 11/1/2010 through 10/31/2013. This agreement shall be subject to termination or renewal at the end of that term, or termination earlier as provided below.

7.1. HOLDOVER. After the conclusion of the term of this agreement, Chandra Wallar shall continue to serve as County Executive Officer under the provisions of this agreement until the parties approve a new contract, or a successor is appointed, or the employment is terminated. During such holdover period, The County or Chandra Wallar may terminate Chandra Wallar's employment upon 30 days written notice.

8. PERFORMANCE EVALUATIONS. The Board of Supervisors shall complete a written evaluation of Chandra Wallar's performance on at least an annual basis.

9. TERMINATION. Chandra Wallar may be removed from office with or without cause as provided in County Code §2-72, or later adopted provisions of the County Executive Officer Ordinance. This agreement may be terminated by either party on 60 days written notice, subject to the removal provisions of the County Code and to the right of the County to terminate this agreement for malfeasance under ¶9.1 of this agreement. Chandra Wallar shall give the Board of Supervisors 60 day's written notice of intent to resign. However, Chandra Wallar shall not be terminated, except for reasons set forth in 9.1 below, during the 90-day period following an election for membership on the County Board.

9.1. TERMINATION FOR MALFEASANCE. County reserves the right to terminate this agreement at any time for employee malfeasance, breach or habitual neglect of duties under this agreement or the County Code, conviction of a felony, commission of acts of moral turpitude, including intentional acts of dishonesty, fraud or misrepresentation. Notification of termination under this provision shall be in writing to Chandra Wallar.

10. RETIREMENT CONTRIBUTION. County will pay a \$212.00 contribution per bi-weekly pay period to Chandra Wallar's share of the cost of the retirement benefit that is provided to Department Heads, as provided in Resolution No. 07-197 (C), or successor resolution.

11. SEVERANCE. Upon termination of the contract by the County during the term of the contract, Chandra Wallar shall receive severance pay in an amount equal to twelve (12) months compensation, subject to the following:

11.1. Severance pay shall be based on the County's standard calculation including fully loaded compensation, exclusive of automobile allowance. Severance will commence at the end of sixty (60) days notice.

11.2. Chandra Wallar shall receive no severance pay if the contract is terminated by the County for malfeasance or other cause as stated in ¶9.1.

12. INDEMNIFICATION. County will defend and indemnify Chandra Wallar for all losses and against all liability sustained by Chandra Wallar in direct consequence of the discharge of duties performed on behalf of the County, as specified in the California Government Code.

13. GENERAL PROVISIONS. The following general provisions apply to this agreement:

13.1. ENTIRE AGREEMENT. This agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the County or Chandra Wallar other than those contained herein.

13.2. MODIFICATIONS. Any modification of this agreement will be effective only if it is in writing and signed by both parties.

13.3. EFFECT OF WAIVER. The failure of either party to insist on strict compliance with any of the terms, conditions, or obligations of this agreement by the other party shall not be deemed a waiver of that term, condition, or obligation. A waiver or relinquishment of any right or power at any one time or times shall not be deemed a waiver or relinquishment of that right or power for all or any other times.

13.4. SEVERABILITY. This agreement is fully severable. If any part of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining conditions shall continue in full force and effect without being impaired or invalidated in any way.

13.5. LAW GOVERNING AGREEMENT. This agreement shall be governed by and construed in accordance with the laws of the State of California.

13.6. DISPUTE RESOLUTION. Venue for any litigation arising under this agreement shall be in the Superior Court of Santa Barbara County. The parties agree that no litigation arising under this agreement shall be commenced or maintained unless the parties have met and attempted in good faith to resolve any dispute by negotiation, mediation or other alternative form of dispute resolution.

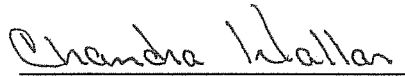
This agreement is made and entered into on the ____ of _____, 2010.

COUNTY OF SANTA BARBARA

ATTEST:

JANET WOLF
Chair, Board of Supervisors

MICHAEL ALLEN
Chief Deputy Clerk of the Board
By Deputy



Chandra Wallar



APPROVED AS TO FORM:
DENNIS A. MARSHALL
County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS
Auditor-Controller