

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND JAMES SIMON
FOR THE POSITION OF DIRECTOR OF PUBLIC WORKS**

The Employment Agreement made and entered into on the 22th day of September, 2020 by and between the County of Tehama (COUNTY), and JAMES SIMON (SIMON), identified as Misc. Agreement No. 2020-270, shall be amended as set forth herein.

I. Section 3: Salary shall be amended to read as follows:

For purposes of this agreement, SIMON shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by SIMON under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, the COUNTY agrees to pay SIMON hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

October 12, 2020 through December 31, 2020	\$11,237.75 Monthly
January 1, 2021 through October 11, 2021	\$136,053.00 Annually
October 12, 2021 through October 11, 2022	\$142,796.04 Annually
October 12, 2022 through October 11, 2023	\$149,880.00 Annually
October 12, 2023 through October 11, 2024	\$149,880.00 Annually

Within each monthly amount, compensation shall be allocated, for accounting purposes, as \$100 per month for the duties performed as Road Commissioner and the balance shall be for duties performed as Director of Public Works.

In the event that, during the term of this contract, the COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", SIMON's employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between the COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

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

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of SIMON, except with the concurrence of

SIMON and then only to the degree of such a reduction across-the-board for all employees of the Department in which SIMON is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

II. Section 4: Department Head Stipend shall be removed as of January 1, 2021

III. Section 7: Personal Time Off shall be amended to read as follows:

In lieu of accruing vacation or sick leave, SIMON shall accrue and have credited to his personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time SIMON has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

SIMON shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

Upon the effective date of this contract, SIMON will be granted eighty (80) hours of PTO available for immediate use.

After five (5) years of continuous service with Tehama County (October 12, 2025), the Board of Supervisors may, in its discretion and at SIMON's request, compensate SIMON for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of the Management Unit.

IN WITNESS WHEREOF, APPOINTING AUTHORITY, COUNTY, and SIMON have executed this agreement on the day and year set forth below.

Date: DEC 22 2020


Chairman, Tehama County Board of Supervisors

Date: _____


JAMES SIMON

Approved as to form:

County Counsel

(Based on International City/County Management Association and California City Management Foundation models)

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Multiple County Employment Contracts.

Contract Description: Amendment to employment agreements for the purpose of removing management stipend.

APPROVED AS TO FORM:



Date: 12/11/2020

Office of the Tehama County Counsel
Richard Stout, County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

32. ADMINISTRATION / PERSONNEL

a) AGREEMENT - Approval and authorization for the Chairman to sign the Amendment to the Employment Agreement for the listed contract employees, thereby removing the section and / or language pertaining to the one hundred dollars (\$100) per month Department Head Stipend and adding one hundred dollars (\$100) per month to salary, effective January 1, 2021.

1) Jayme Bottke, Health Services Agency Assistant Executive Director, Program (Miscellaneous Agreement #2020-385)

2) Deanna Gee, Health Services Agency Assistant Executive Director, Administration (Miscellaneous Agreement #2020-386)

3) Laura Hawkins, Social Services Director (Miscellaneous Agreement #2020-387)

4) Valerie Lucero, Health Services Agency Executive Director (Miscellaneous Agreement #2020-388)

5) Kristen Maze, Planning Director (Miscellaneous Agreement #2020-389)

6) Tonya Moore, Child Support Services Director (Miscellaneous Agreement #2020-390)

7) Melanie Rodrigue, Public Administrator/Public Guardian (Miscellaneous Agreement #2020-391)

8) Doni Rulofson, Agricultural Commissioner (Miscellaneous Agreement #2020-392)

9) James Simon, Public Works Director (Miscellaneous Agreement #2020-393)

10) Richard Stout, County Counsel (Miscellaneous Agreement #2020-394)

11) Joseph Tona, Air Pollution Control Officer (Miscellaneous Agreement #2020-395)

Chief Administrator Williams Goodwin thanked Personnel Director Coral Ferrin for her work on the contracts and reviewed the changes.

Jenny Alexander said she doesn't approve stipends being changed to wages and said wages are taxable income and the County should pay back the money into reserves.

Supervisor Carlson said she appreciates the employees but will be voting no for same reasons previously stated.

RESULT:	APPROVED [4 TO 1]
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	Burt Bundy, Supervisor - District 5
AYES:	Chamblin, Garton, Williams, Bundy
NAYS:	Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 22nd day of December, 2020

DATED: December 28, 2020

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California
Deputy: 