



MEMORANDUM
COUNTY EXECUTIVE OFFICE
Administration
County of Placer

TO: Board of Supervisors
FROM: Todd Leopold, County Executive Officer
SUBJECT: Interim County Counsel Appointment

DATE: December 18, 2018

ACTION REQUESTED

Appoint Karin E. Schwab as Interim County Counsel for the period of January 1, 2019 through December 31, 2019 and authorize the Chair to execute the agreement for said appointment.

BACKGROUND

Gerald C. Carden, the current County Counsel, will be retiring at the end of 2018. The Board wishes to appoint an interim County Counsel while it decides whether or not to initiate a recruitment in fall of 2019. The Interim County Counsel appointment would be for one year at the salary range of Grade 691, Step 2 for an hourly rate of \$100.88. The attached agreement includes the terms of said interim appointment.

FISCAL IMPACT

The County Counsel 2018-19 Fiscal Budget includes sufficient allocation of funds to cover the salary and benefits for the Interim County Counsel appointment.

ATTACHMENTS

Attachment 1: Agreement

INTERIM COUNTY COUNSEL AGREEMENT

THIS AGREEMENT is entered by and between the County of Placer ("Placer County") and Karin E. Schwab ("Schwab").

A. Placer County desires to appoint Schwab as its Interim County Counsel.

B. Schwab desires to serve as the Interim County Counsel of Placer County beginning January 1, 2019.

C. The Placer County Board of Supervisors (hereinafter "Board") as appointing power, and Schwab desire to agree in writing to the terms and conditions of Schwab's appointment as the Interim County Counsel.

AGREEMENT

1. DUTIES.

(a) Placer County hereby agrees to appoint Schwab as Interim County Counsel of Placer County to perform the functions and duties as specified for County Counsel in the Placer County Charter, the Placer County Code and other ordinances and resolutions, and state law and to perform other legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Schwab shall perform her duties to the best of 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 Placer County.

(c) Schwab 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 Schwab 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 Interim Placer County Counsel. Prior to performing any services under this Agreement and annually thereafter, Schwab must complete disclosure forms required by law.

2. TERM.

The term of this Agreement shall be one (1) year from January 1, 2019, through and including December 31, 2019, unless terminated by either party in accordance with the provisions set forth in Paragraph 4 or in the event of death or permanent disability of Schwab. After the end of the term, Schwab may continue to serve as Interim County Counsel on a month to month basis until such time as the Board appoints a County Counsel.

3. RECRUITMENT.

(a) On or after October 1, 2019, the Board may vote to recruit for the position of County Counsel. Schwab may participate for said recruitment. If another candidate is selected through a recruitment, the Board agrees the appointment date of said candidate shall be on or after January 1, 2020.

(b) If the Board selects another candidate, Schwab will return to her prior position as Chief Deputy County Counsel at Grade 493, Step 5, effective January 1, 2020.

4. RESIGNATION AND REMOVAL.

(a) Schwab may resign at any time and agrees to give Placer County thirty (30) days advance written notice of the effective date of Schwab's resignation. In the event of resignation, Schwab will return to her prior position as Chief Deputy County Counsel, unless Schwab indicates in her resignation notice that she is resigning from County employment.

(b) Removal of Schwab from Interim County Counsel is governed by Government Code section 27641. Removal from the position of Interim County Counsel does not constitute termination from County employment. The decision to remove may be made in closed session in accordance with the Ralph M. Brown Act. Schwab may choose to resign as Interim County Counsel instead of being removed if an action by the Board to remove has been made in closed session. In such an event, paragraph (a) is applicable.

(c) Except as otherwise provided in this section, the parties recognize and affirm that: 1) Schwab is an "at will" employee whose employment may be terminated by Placer County without cause; and 2) there is no express or implied promise, except as herein stated, made to Schwab for any form of continued employment.

5. SALARY.

Placer County agrees to pay Schwab as Interim County Counsel the salary range at Grade 691, Step 2 for an hourly rate of \$100.88, commencing on January 1, 2019. The applicable law, including Placer County ordinances and resolutions relevant to managers and department heads, will control on all elements of payment and accrual of compensation.

6. BENEFITS.

Placer County shall continue to provide Schwab the benefits and leave as Schwab accrues based on and calculated as of Schwab's original 2007 start date of employment with Placer County. During the term of this Agreement, Schwab is also eligible for any additional benefits or allowances (such as car allowance) identified for County Counsel.

7. PERFORMANCE EVALUATION.

The Board shall evaluate Schwab's performance on or around July 1, 2019.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Board, by resolution or ordinance, shall fix any other terms and conditions of employment as it may determine from time to time relating to the performance of Schwab, provided that such terms and conditions are not inconsistent with 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 the compensation is earned, and the County makes no representations or guarantees as to that system's treatment of compensation with respect to total final compensation or service credit.

9. 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
c/o Chair
175 Fulweiler Avenue
Auburn, CA 95603

TO SCHWAB: Karin E. Schwab
175 Fulweiler Avenue
Auburn, CA 95603

10 ASSIGNMENT.

This Agreement is not assignable by either Placer County or Schwab. Any assignment by either party shall be void.

11 COOPERATION.

Schwab and Placer County agree that 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.

12. SEVERABILITY.

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are either wholly inseparable from or cause a failure of consideration regarding the remaining portion of the Agreement.

13. COUNTERPARTS.

This Agreement may be executed simultaneously in counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

JIM HOLMES, Chair
Placer County Board of Supervisors

Date: _____

Karin E. Schwab

Date: _____

ATTEST:

Megan Wood
Clerk of the Board

APPROVED AS TO FORM:

Brett Holt
Supervising County Counsel

