

Jim Andersen
Interim Retirement Administrator



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MENDOCINO COUNTY
EMPLOYEES' RETIREMENT ASSOCIATION
625-B KINGS COURT
UKIAH, CALIFORNIA 95482-5027

Date: December 17, 2014
To: Board of Retirement
From: Jim Andersen, Interim Retirement Administrator
Subject: Discussion and Possible Action to Approve an Employment Agreement with James Wilbanks for the Position of Retirement Administrator

Introduction

Pursuant to Government Code Section 31522.2, the Board of Retirement may appoint an Administrator who shall not be subject to civil service or merit system rules, but must be a County employee. The administrator shall be directed by, and serve at the pleasure of, and may be dismissed at the will of the Board of Retirement. The position of Administrator shall be included in the salary ordinance or salary resolution adopted by the Board of Supervisors.

On December 3, 2014, the Board of Retirement appointed James Wilbanks to the position of Retirement Administrator. The salary and benefits offered to Mr. Wilbanks in his employment agreement are the same as those offered to the prior administrator, after the 10% salary reduction. The agreement includes \$1,500 in relocation expenses and \$3,000 in one-time Supplemental Pay for nonrecurring transition costs. The term of the agreement is for three (3) years, subject to the authority of the Board over an at will employee.

The Board of Supervisors will ratify Mr. Wilbanks' contract at its December 16, 2014 meeting (consent agenda).

Fiscal Impact

The annual cost of the Retirement Administrator, including both salary and benefits, is approximately \$198,000. The cost for the current fiscal year will be roughly half the annual cost, or \$99,000. All salary and benefit expenses were included in the Board approved budget for fiscal year 2014/15.

Recommended Motion/Action

Approve the enclosed employment agreement between MCERA and James Wilbanks.

JA
Enclosure



MENDOCINO COUNTY BOARD OF SUPERVISORS
ONLINE AGENDA SUMMARY

BOARD AGENDA # _____

- Arrangements for public hearings and timed presentations must be made with the Clerk of the Board in advance of public/media noticing
- Agenda Summaries must be submitted no later than noon Monday, 15 days prior to the meeting date (along with electronic submittals)
- Send 1 complete original single-sided set and 1 photocopy set – Items must be signed-off by appropriate departments and/or Co. Co.
Note: If individual supporting document(s) exceed 25 pages each, or are not easily duplicated, please provide 7 hard-copy sets)
- Transmittal of electronic Agenda Summaries, records, and supporting documentation must be emailed to: bosagenda@co.mendocino.ca.us
- Electronic Transmission Checklist: Agenda Summary Records Supp. Doc. If applicable, list other online information below
- Executed records will be returned to the department within one week. *Arrangements for expedited processing must be made in advance*

TO: Board of Supervisors DATE: 12/04/2014

FROM: Retirement (MCERA) MEETING DATE: 12/16/2014

DEPARTMENT RESOURCE/CONTACT: Jim Andersen PHONE: 463-4329 Present On Call

Consent Agenda Regular Agenda Noticed Public Hearing Time Allocated for Item: _____

■ AGENDA TITLE: Ratification of Employment Agreement with James Wilbanks for the Position of Retirement Administrator, Mendocino County Employees' Retirement Association

■ PREVIOUS BOARD/BOARD COMMITTEE ACTIONS: In May of 2012, the Board of Supervisors took action on a similar agreement for Richard White, the Retirement Administrator appointed by the Mendocino County Employees' Retirement Association Board of Retirement.

■ SUMMARY OF REQUEST: Pursuant to Government Code Section 31522.2, the Board of Retirement may appoint an Administrator who shall not be subject to civil service or merit system rules, but must be a County employee. The administrator shall be directed by, and serve at the pleasure of, and may be dismissed at the will of the Board of Retirement. The position of Administrator shall be included in the salary ordinance or salary resolution adopted by the Board of Supervisors. On December 3, 2014, the Board of Retirement appointed James Wilbanks to the position of Retirement Administrator. The salary and benefits offered to Mr. Wilbanks in his employment agreement are the same as those offered to the past administrators, after the 10% salary reduction. The agreement also includes \$1,500 in relocation expenses and \$3,000 in one-time Supplemental Pay for nonrecurring transition costs. The Board of Retirement will discuss and act upon Mr. Wilbanks' contract at its December 17, 2014 meeting, and will then forward a fully executed contract to the Board of Supervisors.

■ SUPPLEMENTAL INFORMATION AVAILABLE ONLINE AT:

■ ADDITIONAL INFORMATION ON FILE WITH THE CLERK OF THE BOARD (CHECKED BY COB IF APPLICABLE):

FISCAL IMPACT:			
Source of Funding	Current F/Y Cost	Annual Recurring Cost	Budgeted in Current F/Y
MCERA Earnings	\$98,860	\$197,716	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

■ SUPERVISORIAL DISTRICT: 1 2 3 4 5 All **■ VOTE REQUIREMENT:** Majority 4/5ths

■ RECOMMENDED ACTION/MOTION: Ratify Employment Agreement with James Wilbanks for the position of Retirement Administrator.

■ ALTERNATIVES: Return to MCERA staff with further instruction.

■ CEO REVIEW (NAME): Carmel Angelo, CEO PHONE: 463-4441

RECOMMENDATION: Agree Disagree No Opinion Alternate Staff Report Attached

BOARD ACTION (DATE: _____): Approved Referred to _____ Other _____

RECORDS EXECUTED: Agreement: _____ Resolution: _____ Ordinance: _____ Other _____

**MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
EMPLOYMENT AGREEMENT**

This Agreement entered into _____, 2014, by and between the MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION, hereinafter referred to as "MCERA", and JAMES WILBANKS, hereinafter referred to as "EMPLOYEE".

The parties to this Agreement jointly agree to the following terms and conditions of employment of EMPLOYEE in the position of Mendocino County Retirement Association Administrator.

1. DUTIES AND RESPONSIBILITIES:

EMPLOYEE is retained to serve as the Administrator of the Mendocino County Retirement System to carry out the duties and responsibilities and administer the Retirement System as set forth in Government Code Sections 31450 et seq. and as otherwise directed by the Mendocino County Retirement Association Board of Retirement. In accordance with Government Code Section 31522.2, EMPLOYEE will serve at the will and pleasure of and may be dismissed at the will of the Mendocino County Board of Retirement. EMPLOYEE understands and agrees that specific charges, a statement of reasons, or good cause shall not be required for the dismissal of EMPLOYEE by the Board. EMPLOYEE expressly waives and disclaims any right to a pre-termination or post-termination notice or hearing regarding termination. The Administrator position is to be included in the salary ordinance/resolution adopted by the Mendocino County Board of Supervisors.

2. TERM OF AGREEMENT:

The term of this Agreement shall commence on January 4, 2015 and shall continue in full force and effect until December 31, 2017, unless terminated in accordance with paragraphs 1 and 7 of this Agreement.

3. COMPENSATION:

In consideration of the covenants, conditions, agreements and stipulations agreed to by EMPLOYEE as set forth herein, EMPLOYEE is entitled to the following compensation:

A. Salary:

EMPLOYEE shall receive an annual salary of One Hundred Twenty Thousand, Five Hundred Fourteen dollars (\$120,514), payable on a bi-weekly basis. EMPLOYEE shall receive all agreed upon pay adjustments and benefits paid to members of the "Department Head and Unrepresented" bargaining unit included in attachment

"A" (DEPARTMENT HEAD Benefits). No later than sixty (60) days after receipt of the salary survey described in the side letter of agreement with Department Heads and Unrepresented employees dated September 22, 2014, the MCERA Board will meet with EMPLOYEE to discuss and possibly act on the annual salary.

B. Supplemental Pay:

EMPLOYEE shall receive a one-time payment of Three Thousand dollars (\$3,000) to be used at the sole discretion of EMPLOYEE. The one-time payment will be taxable and, consistent with Government Code Section 7522.34 (c) (3) and Mendocino County Employee's Association Resolution 2014-06 will not be considered pensionable compensation.

C. Relocation Expenses:

Employee shall be reimbursed for reasonable relocation expenses up to a maximum of One Thousand Five Hundred dollars (\$1,500).

D. Vacation, Sick Leave, Holidays:

a) Vacation: Vacation shall accrue at the rate of 7.694 hours per pay period. (Maximum accrual in bank is 440 hours.) Upon separation from employment, EMPLOYEE shall be paid for all accrued vacation time in accordance with County policy.

b) Sick Leave: Upon appointment, EMPLOYEE shall accrue sick leave at the rate of 4.612 hours per bi-weekly pay period. (120 hours per year.)

c) Holiday: EMPLOYEE is entitled to eleven (11) paid holidays per year.

E. Health, Disability and Life Insurance Benefits:

EMPLOYEE shall be eligible to receive basic life and accidental death and dismemberment consistent with that which is provided to all other department heads in attachment "A" (DEPARTMENT HEAD Benefits). EMPLOYEE shall be eligible to receive health, vision dental and comprehensive medical benefits consistent with those offered to all County employees.

4. EMPLOYEE PERFORMANCE EVALUATION:

MCERA shall review and evaluate EMPLOYEE on a semi-annual basis for the first year of employment, unless the Board of Retirement determines a more frequent performance review is necessary; thereafter, performance review and evaluation shall occur annually. Performance objectives will be established and reviewed at each evaluation to ensure progress toward organizational goals and employee development. The current Retirement Administrator job description is included as attachment B to this contract.

5. WAIVERS OR MODIFICATION:

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless said waiver, alteration or modification is in writing and signed by a duly authorized representative of MCERA and EMPLOYEE.

6. INTEREST OF CONTRACT EMPLOYEE:

EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to the Agreement, and that he shall not in the future acquire any such interest. EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Code Sections 87100 et seq., including regulation promulgated by the California Fair Political Practices Commission.

7. TERMINATION:

Either party may terminate this Agreement by written notice. The EMPLOYEE is required to provide ninety days written notice to the Board of Retirement. In the event the Board of Retirement terminates this contract, MCERA is required to provide 90 days notice or the equivalent in salary.

8. SEVERABILITY:

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

9. GOVERNING LAW:

The laws of the State of California shall govern this Agreement.

10. TIME:

Time is of the essence.

11. NOTICES:

All notices that are required to be given by one party to the other under the Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at their current addresses, unless such addresses are changed by notice in writing, to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION:

EMPLOYEE:

By: _____
Shari Schapmire, Board of Retirement Chair

By: _____
James Wilbanks

ATTEST:

By _____
Judy Zeller, Administrative Assistant

APPROVED AS TO FORM:

By: _____
Jeff Berk, MCERA Legal Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTACHMENT A
DEPARTMENT HEAD Benefits

ATTACHMENT B

Retirement Administrator Job Description