

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Administrative Office		(2) MEETING DATE April 25, 2006		(3) CONTACT/PHONE Gail Wilcox, Dep. CAO (805) 781-5011	
(4) SUBJECT Request to approve a contract with Jeff Hamm to serve as County Health Agency Director					
(5) SUMMARY OF REQUEST This item transmits staff's recommendation to hire Jeff Hamm to serve as the County Health Agency Director. Mr. Hamm will replace Jess Montoya, who resigned from his position in March 2006.					
(6) RECOMMENDED ACTION It is recommended that the Board approve a contract with Jeff Hamm to serve as the County's Health Agency Director.					
(7) FUNDING SOURCE(S) State/Federal funds; General Fund		(8) CURRENT YEAR COST Approx. \$24,000 for salary and benefits		(9) ANNUAL COST Maximum approx. \$216,000 for salary and benefits	
(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel reviewed and signed the employment contract					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

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(19) ADMINISTRATIVE OFFICE REVIEW This item was prepared by the Administrative Office
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County of San Luis Obispo

COUNTY GOVERNMENT CENTER, RM. 370 • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5011



To: Board of Supervisors

From: Gail Wilcox, Deputy County Administrative Officer *GW*

Date: April 25, 2006

Subject: Request to approve a contract with Jeff Hamm to serve as County Health Agency Director

DAVID EDGE
COUNTY ADMINISTRATOR

Recommendation:

It is recommended that the Board approve a contract with Jeff Hamm to serve as the County's Health Agency Director

Discussion:

The County's previous Health Agency Director, Jess Montoya, resigned in March 2006. The candidate eligibility list for this position is still current and we are recommending that the Board hire Jeff Hamm as the new Health Agency Director. Mr. Hamm worked for the County between 1981 and 2001 in the Office of Emergency Services, Environmental Coordinator's Office, Administrative Office and the Health Agency. He served as the Deputy Director of the County Health Agency from 1997 to 2001. Mr. Hamm has served as the Assistant Chief Executive Officer for the Superior Court of California, County of San Luis Obispo, since leaving County employment in 2001.

Other Agency Involvement:

County Counsel has reviewed and approved the employment contract.

Financial Considerations:

The monthly salary range for Health Agency Director is \$10,336-\$12,563. The total annual salary and benefit cost at the highest step in the salary range is approximately \$216,000. When the Health Agency Director position was re-created in 2004, it was with the understanding that no additional General Fund money would be provided to pay for this position. Similarly, no service level reductions were to be effected as a result of this additional expense. As a result, the Health Agency Director is tasked with leveraging additional revenue and/or reducing other administrative costs in order to offset this cost.

Results: To employ a qualified candidate to serve as the County Health Agency Director.

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EMPLOYMENT AGREEMENT

This Agreement is entered into this 25th day of April 2006, by and between the County of San Luis Obispo, State of California (hereinafter referred to as "County"), and Jeff Hamm (hereinafter referred to as "Employee").

WITNESSETH

WHEREAS, the County requires the services of a Health Agency Director; and

WHEREAS, the County conducted a comprehensive recruitment for a full-time, permanent Health Agency Director and established a list of eligible candidates; and

WHEREAS, the position of Health Agency Director requires experience, judgment, great discretion, leadership and trust; and

WHEREAS, the Employee is qualified to perform the duties described herein.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Pursuant to this Agreement, Employee shall provide to County the following services:

To carry out the duties of the Health Agency Director as set forth in state law, the San Luis Obispo County Code, and the various rules and policies of the County. Employee recognizes that his duties may change or evolve as the organization and management needs of the County change or evolve.

Employee shall provide such services on a full-time basis, under the direct supervision and control of the County Administrative Officer (CAO) or the Deputy County Administrative Officer. As a public officer, Employee promises to maintain exemplary behavior, both during and outside working hours, so that neither he nor his relationship with the County shall become a source of discredit to the County, the County Administrative Office or the County Board of Supervisors.

2. Employment Status and Tenure. By reason of the provisions of San Luis Obispo County Code section 2.40.060 and this Agreement, the Employee will serve the County within the unclassified service of the County. Nothing in this Agreement shall be construed as

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preventing, limiting, or otherwise interfering with the right of the CAO or the Deputy CAO to terminate the services of Employee at anytime.

Further, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at anytime from his position with the County, subject only to the provisions set forth in section 4, paragraph (b) of this Agreement.

Employee understands and agrees that this term of employment is governed only by this Agreement and that no right of tenure is created hereby.

3. Term of the Agreement. Employee shall commence his service to County on or about May 15, 2006, and shall continue unless modified by mutual agreement of the parties, or because the Agreement has been terminated by either party.

4. Termination.

(a) Employee shall serve at the will and pleasure of the CAO or the Deputy CAO and may be terminated without cause. In the event the Employee is terminated within the six months of commencing employment with County, Employee shall receive a severance package equal to three months salary only, calculated at the highest level of salary received by Employee during the term of the agreement in addition to any accumulated leave entitlement (calculated in accordance with County Code sections 2.44.050 and 2.44.060). Thereafter the severance package will increase to six months salary only, in addition to the aforesaid accumulated leave. The severance package shall be paid in a lump sum. In no event shall the severance pay when added to the accumulated vacation and sick leave exceed the maximum amount permitted under the formula contained in Government Code section 53260 (which is 18 months salary).

(b) In the event Employee decides to terminate his contract with the County, Employee shall give written notice at least 30 days prior to the effective date of such termination.

5. Salary.

(a) Employee shall be appointed at the third step of the salary range, which is currently \$11,394.93 per month. Employee's performance shall be reviewed after 6-months of service and at least annually thereafter. Step adjustment, if any, will be based on performance review with the CAO or Deputy CAO and the demonstrated achievement of goals agreed in advance between the CAO or Deputy CAO and the employee. Placement on any step of the salary range is at the discretion of the CAO or Deputy CAO.

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(b) Employee's salary range shall be increased by the same procedure as other general management-appointed department head employees.

6. Salary and Benefit Changes. Salaries and benefits may be determined by legislative action of the Board of Supervisors, or the people of the County, and may be amended without specific notice to Employee.

7. Vehicle Allowance. Employee shall receive a County vehicle allowance of \$450 per month as reimbursement for use of his private vehicle. From time-to-time the Board of Supervisors may change the amount or nature of this benefit, and if this occurs employee shall be provided the County vehicle allowance provided to general management-appointed department head employees. In addition, Employee shall be entitled to mileage reimbursement for use of a private vehicle as set forth in the applicable County travel policy for management staff for travel outside the County.

8. Vacation Accruals. Employee shall receive vacation accruals in accordance with County Ordinance Code section 2.44.050, commencing at a rate of one and two-thirds working days per month (20 days per year), modified thereafter as provided in said section.

9. Sick Leave Accruals. Employee shall earn sick leave accruals in accordance with County Ordinance Code section 2.44.060. Employee shall be credited with a balance of 12 days of sick leave upon employment.

10. Administrative Leave With Pay. Employee shall receive six days per year administrative leave with pay in accordance with County Ordinance Code section 2.44.055. Employee shall be credited a balance of six days of administrative leave with pay upon date of employment, which shall be deemed to be his 2005-06 allotment of such leave.

11. General Employment Benefits. Except as noted herein, employee shall receive the same benefits that are provided to general management-appointment department heads, including but not limited to: vacation, sick leave, administrative leave, holidays, deferred compensation plan participation, life insurance, medical/dental spillover plan, long-term disability insurance, wellness/fitness benefit, tuition reimbursement, participation in pension trust plan, County "pickup" of employee contribution to the pension trust plan, and the reimbursement of out-of-pocket expenses associated with employment including travel reimbursement and professional association membership.

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Employee will receive any changes to the aforementioned benefits at the time, and in the same manner, when benefit changes are provided to members of the general management-appointed department head payroll unit.

12. Travel, Registration Reimbursement and Membership in Professional Associations. Employee shall receive opportunities for professional related travel, registration reimbursement, and reimbursement for professional association membership as provided by appropriation from the Board of Supervisors.

13. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any and all previous agreements between the parties, and Employee shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effected unless in writing, signed by both parties. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained in this Agreement and no others.

14. Non-Assignment of Agreement. This Agreement is intended to secure the individual services of the Employee and thus Employee shall not assign, transfer, delegate, or sublet this Agreement or any interest therein without the prior written consent of County, and any such assignment, transfer, delegation or sublet without County's prior written consent shall be considered null and void.

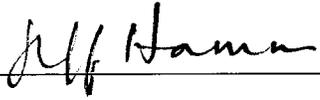
15. Covenant. This Agreement has been executed by the County Administrative Officer and delivered in San Luis Obispo County, State of California, and the validity, enforceability and interpretation of any clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are to be performed in San Luis Obispo, County, and such County shall be the venue for any action, or proceeding that may be brought.

16. Duty to Defend. Employee shall be entitled to the protection of the California Tort Claims Act, including the County's duty to defend litigation against Employee arising from performance of the duties of his office, in accordance with Government Code sections 995 and 995.2.

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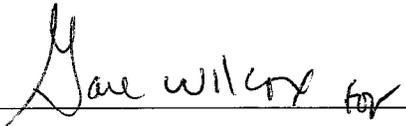
IN WITNESS WHEREOF, County and Employee have executed this contract on the day and year first hereinabove set forth.

EMPLOYEE



Jeff Hamm

COUNTY OF SAN LUIS OBISPO

By: 

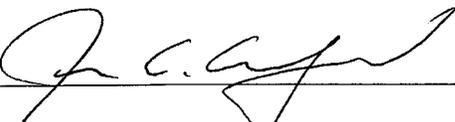
David Edge

County Administrative Officer

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.

County Counsel

By: 

JAC CRAWFORD

Deputy County Counsel

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