

AGREEMENT FOR TEMPORARY EMPLOYMENT OF DIRK BRAZIL AS INTERIM COUNTY ADMINISTRATIVE OFFICER

This Agreement (hereinafter “AGREEMENT”) is entered into and effective as of October 8, 2024 between the County of Yolo (hereinafter “COUNTY”), a political subdivision of the State of California, and Dirk Brazil (hereinafter “BRAZIL”), an individual (collectively, the “PARTIES”).

RECITALS

WHEREAS, COUNTY will have a vacancy at the position of County Administrative Officer (“CAO”) in October 2024, a regular position that the COUNTY expects to fill with a permanent appointment through a recruitment authorized by the Board of Supervisors on October 8, 2024, concurrently with its approval of this Agreement;

WHEREAS, for the vacancy period, COUNTY requires the services of an Interim CAO to perform the duties of a CAO as set forth in state law and in Yolo County Code Section 2-5.302 through Section 2-5.305;

WHEREAS, BRAZIL is a duly qualified individual who has the education, training, and experience in local government management and possesses the requisite skill, knowledge, and experience to serve in the Interim CAO role and provide the services required under this AGREEMENT;

WHEREAS, BRAZIL’S employment as Interim CAO is authorized by Government Code section 21221(h), which permits the COUNTY to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during a recruitment for a permanent replacement;

WHEREAS, pursuant to action by the Board of Supervisors during its regular meeting on October 8, 2024, BRAZIL has been appointed on an interim basis to the position of Interim CAO, effective on October 14, 2024, in a manner that complies with the requirements of Government Code sections 7522.56 and 21221(h);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this AGREEMENT, COUNTY and BRAZIL mutually agree as follows:

AGREEMENT

1. Employment as County Administrative Officer.

1.01. Employment. Subject to the terms and conditions of this AGREEMENT and all applicable state and local laws, rules, regulations, policies, practices, and procedures, COUNTY hereby employs BRAZIL as Interim CAO, and BRAZIL accepts such employment on an “at will” basis as described in Section 1.03, below. BRAZIL shall perform the duties of the CAO

position as described generally in the Recitals at the pleasure of and under the direction supervision of the Board of Supervisors. As Interim CAO, BRAZIL shall keep the Board of Supervisors fully apprised of all significant ongoing operations in the County. BRAZIL shall report directly to the Board of Supervisors and will periodically, or as may otherwise be specifically requested by the Board of Supervisors, provide status reports on his activities and those of the COUNTY. BRAZIL shall also provide such other services as are customary and appropriate to the position of Interim CAO, including ensuring an orderly transition to his successor and supporting the COUNTY'S 2024-2028 Strategic Plan, including but not limited to its "Operational Excellence" pillar.

1.02. Term; Expiration. BRAZIL shall assume the duties of Interim CAO and his first day of employment with COUNTY shall be October 14, 2024. This AGREEMENT shall expire upon the first of the following to occur: (a) upon the employment commencement date of a permanent CAO appointed by the Board of Supervisors; (b) upon termination of this AGREEMENT by the Board of Supervisors as provided in Section 1.03, below, or by either party upon at least 30 days advance notice to the other; or (c) upon BRAZIL reaching 960 hours of service to CalPERS public agency employers in the current fiscal year (July 1-June 30). BRAZIL agrees that he will not apply for or otherwise seek employment as the permanent CAO in connection with the vacancy.

1.03. "At-Will" Status. BRAZIL acknowledges that he is an at-will, temporary employee of the COUNTY who shall serve at the pleasure of the Board of Supervisors at all times during the term of this AGREEMENT. BRAZIL is subject to termination by the Board of Supervisors at any time without advance notice and without cause. No right of regular employment for any specific term is created by this AGREEMENT. BRAZIL further acknowledges and understands that he acquires no property interest in his employment by virtue of this AGREEMENT, and that his "at will" employment is defined by the laws of the State of California and that he can be terminated at any time for any reason or for no reason. Finally, BRAZIL acknowledges that he is not entitled to any pre- or post-deprivation hearing or other due process upon termination or any disciplinary action except as otherwise provided by law.

1.04. Employment of a Retiree. BRAZIL understands that CalPERS retired annuitants may be employed by any CalPERS public agency employer, by temporary appointment to a position(s) not to exceed 960 hours in any fiscal year for all such employers; either (a) during an emergency to prevent stoppage of public business, or (b) because the retired employee has skills needed in performing work of limited duration. BRAZIL agrees that, during the term of this AGREEMENT, he will not provide services to any other CalPERS public agency employer in light of the Parties' mutual expectation that his service to the COUNTY will be full-time or nearly so during the term hereof.

1.05. Representations of Employee. BRAZIL represents that he is properly trained and certified to perform the duties required of the interim CAO position and this AGREEMENT. BRAZIL further represents that he has not worked any hours as a retired annuitant for a CalPERS employer in the current fiscal year. Consistent with current Government Code provisions, the COUNTY shall not provide any benefits, leave time or compensation in lieu of benefits. BRAZIL represents, and by signing this AGREEMENT thereby certifies, that he has

not received any unemployment insurance payments for prior retired annuitant work for any CalPERS employer within twelve months of the effective date of this AGREEMENT. BRAZIL represents that more than 180 days have passed since his date of bona fide CalPERS retirement.

2. Compensation and Benefits.

2.01. Rate of Pay. BRAZIL shall be paid at the rate of \$156.07 per hour, which does not exceed the maximum monthly base salary paid to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the COUNTY'S publicly-available pay schedule. Payments will be made on regularly scheduled COUNTY payroll dates, and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for BRAZIL's services under this AGREEMENT.

2.02. Exclusive Compensation. Other than the compensation described above in Section 2.01, BRAZIL will receive no other benefits, incentives, compensation in lieu of benefits, or other forms of compensation. BRAZIL understands and agrees that he is not, and will not be, eligible to receive any benefits from the COUNTY, including any COUNTY group plan for hospital, surgical, or medical insurance, any COUNTY retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the COUNTY, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.

2.03. Expense Reimbursement. COUNTY recognizes that certain expenses of a non-personal but job related nature are incurred by BRAZIL, and agrees to reimburse or to pay said general expenses, including without limitation reimbursement for BRAZIL'S use of his personal automobile for COUNTY related business which reimbursements shall be made in accordance with COUNTY policy, IRS regulations, and other applicable state or federal laws. Other than as specifically provided herein, BRAZIL shall receive no other compensation or reimbursements for expenses incurred by him in the performance of this AGREEMENT.

3. Schedule, Performance Objectives and Evaluation.

3.01. Schedule. BRAZIL is expected to devote necessary time, within and outside normal business hours, to the business of the COUNTY. Pursuant to Government Code sections 21221(h) and section 7522.56, however, BRAZIL'S performance of services as a retired annuitant, whether compensated or on a volunteer basis, shall not exceed 960 hours per fiscal year in all positions for all public employers that contract with CalPERS for retirement benefits. The COUNTY retains the right to designate, reduce, change, or amend the number of hours assigned to BRAZIL consistent with the COUNTY'S workload and other needs. If BRAZIL'S hours are approaching 960, then the COUNTY retains the right to summarily suspend BRAZIL'S duties under this AGREEMENT and to reassign any scheduled hours, as needed, to ensure that BRAZIL does not exceed the maximum hours allowed by this AGREEMENT. BRAZIL will be responsible for keeping track of the number of hours worked using the COUNTY Workforce Management system and submitting them at least every two weeks.

3.02. Performance Objectives and Evaluations. BRAZIL and the Board of Supervisors shall mutually develop goals and objectives for his service under this AGREEMENT within the first 30 days of the term of this AGREEMENT or as soon thereafter as is practicable. The performance objectives shall be consistent with COUNTY policy and the duties and responsibilities of the CAO, as set forth in Section 1.01, above. The Board of Supervisors shall thereafter evaluate BRAZIL's performance from time to time during the term of this AGREEMENT, in its sole discretion.

4. General Provisions.

4.01. Amendment. This AGREEMENT may be amended or modified only by an instrument in writing signed by all the parties hereto.

4.02. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this AGREEMENT.

4.03. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures in performing this AGREEMENT.

4.04. Governing Law. This AGREEMENT shall be governed by and interpreted under the laws of the State of California, with venue for any legal action or proceeding arising from or related to the enforcement or construction of this AGREEMENT to be in the County of Yolo.

4.05. Indemnification. As codified in the California Government Code, COUNTY shall defend, save harmless and indemnify BRAZIL against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of BRAZIL's duties as an employee of COUNTY or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities.

4.06. Construction of AGREEMENT. Each party has fully participated in drafting, negotiating, reviewing, and revising this AGREEMENT. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this AGREEMENT.

4.07. Review and Execution of AGREEMENT. Each party acknowledges that it has had the opportunity to read this AGREEMENT and to consult with legal counsel of its choice concerning the terms, conditions, obligations, duties, and responsibilities set forth in this AGREEMENT, and that each party executes this AGREEMENT based on its own analysis and not upon the representations of the other party.

4.08. Integration. This AGREEMENT shall represent the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations,

representations, or agreements, either written or oral, between the parties as of the effective date of this AGREEMENT.

4.09. Severability. The invalidity or partial invalidity of any portion of this AGREEMENT will not affect the validity of any other provision. In the event that any provision of this AGREEMENT is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

4.10. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same AGREEMENT. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic means and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

DIRK BRAZIL:

Dated: _____

Dirk Brazil

COUNTY OF YOLO:

Dated: _____

Lucas Frerichs, Chair, Board of Supervisors

Attest: Julie Dachtler, Senior Deputy
Clerk of the Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

By:  _____
Philip J. Fogledich, County Counsel