

TEHAMA COUNTY
and
GABRIEL HYDRICK
EMPLOYMENT AGREEMENT
for the position of
Chief Administrator

THIS AGREEMENT, is made and entered into on February 15, 2022 and effective commencing February 28, 2022 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and GABRIEL HYDRICK, hereinafter called "HYDRICK" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of GABRIEL HYDRICK as Chief Administrator from the effective date hereof until February 27, 2025; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for HYDRICK; and

WHEREAS, HYDRICK desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to HYDRICK as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of HYDRICK provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

COUNTY hereby agrees to employ HYDRICK as the Chief Administrator to perform the functions and duties as specified in the Chief Administrator classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the County Administration from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. HYDRICK shall report for work at his regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

HYDRICK agrees to remain in the exclusive employ of COUNTY until February 27, 2025 and further agrees to accept no other employment that may conflict with HYDRICK's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, HYDRICK 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 HYDRICK under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay HYDRICK 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:

February 28, 2022 through February 27, 2023	\$185,725.00 Annually
February 28, 2023 through February 27, 2024	\$195,011.00 Annually
February 28, 2024 through February 27, 2025	\$204,762.00 Annually

Notwithstanding any other provisions of this contract, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to HYDRICK 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 HYDRICK, except with the concurrence of HYDRICK and then only to the degree of such a reduction across-the-board for all employees of the Department in which HYDRICK 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.

In addition, the parties agree that if HYDRICK is anticipated to serve as the Personnel Director and/or Risk Manager and/or Purchasing Agent, Section 3: Salary will be re-opened for the purpose of negotiating an increase in compensation consistent with the additional duties. Any agreement reached as a result of such reopening shall become effective immediately following the effective date of HYDRICK's designation as the Personnel Director and/or Risk Manager and/or Purchasing Agent and shall cease immediately following the removal of the designation.

Section 4: Cellular Telephone Allowance

As HYDRICK's duties require the use of a cellular telephone in the course of County business,

COUNTY agrees to provide HYDRICK a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for HYDRICK and shall not be prorated.

Section 5: Automobile

Should it be required that HYDRICK use his personal vehicle in the performance of his official County duties, it is agreed that HYDRICK will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for HYDRICK.

Section 6: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, HYDRICK 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 HYDRICK has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

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

Section 7: Management Leave

HYDRICK shall have five (5) paid management leave days (40 hours) added to his Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or HYDRICK will lose that MTO.

Section 8: Holidays

HYDRICK shall be entitled to have the following holidays off with pay: January 1, the third Monday in January (Dr. Martin Luther King, Jr.'s birthday), February 12 (Lincoln Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4 (Independence Day), the first Monday in September (Labor Day), the second Monday in October (Columbus Day), November 11 (Veterans Day), Thanksgiving, the Friday after Thanksgiving, and December 25 (Christmas). HYDRICK shall also be entitled to the last workday before Christmas (Christmas Eve) or the last workday before New Year's (New Year's Eve), as determined by the COUNTY.

If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for HYDRICK and his dependents. The method utilized to calculate the portion of the premium, if

any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the Tehama County Management Employee's Association (TCMEA) Memorandum of Understanding, herein after call the "MOU". HYDRICK may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work-related issues for HYDRICK and/or members of his immediate family.

COUNTY will allow HYDRICK to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

The parties acknowledge and agree that HYDRICK is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013.

HYDRICK shall participate in the CalPERS 2%@62 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

In accordance with Government Code section 7522.30, HYDRICK shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member contribution for HYDRICK hereunder is less than the member contribution for "New" employees represented by the MOU (established pursuant to Government Code section 20516.5 or otherwise), HYDRICK shall pay a portion of the CalPERS employer contribution equal to the difference between HYDRICK's required employee contribution hereunder and the member contribution established for "New" employees represented by the MOU. It is the intent of this Section that HYDRICK pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "New" employees represented by the TCMEA, whichever is greater. The COUNTY will not pay any portion of this contribution on behalf of HYDRICK.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Section 11: Deferred Compensation

HYDRICK may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. If HYDRICK contributes to an Internal Revenue Code Section 457 Deferred Compensation plan sponsored by COUNTY, COUNTY will contribute a matching deposit of up to \$100 (one hundred dollars) per month to

that plan on behalf of HYDRICK.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of HYDRICK in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of HYDRICK and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Chief Administrator functions and such other related national, regional, state and local governmental groups and committees thereof which HYDRICK serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of HYDRICK, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If HYDRICK is assigned to temporary work at such distance from his regular headquarters that it is impractical to return thereto each day, or to his regular place of abode, HYDRICK will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of HYDRICK to resign from his position with COUNTY. If HYDRICK voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then HYDRICK shall give COUNTY three months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Chief Administrator serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of HYDRICK at any time. If HYDRICK is terminated by the COUNTY before expiration of the aforesaid term of employment, and if HYDRICK is willing and able to perform his duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay HYDRICK a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

HYDRICK shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and HYDRICK shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should HYDRICK be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California,

HYDRICK may elect to utilize State Disability Insurance, MTO and/or PTO to supplement his temporary disability indemnity payments, up to a maximum of full salary. During the time HYDRICK is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, HYDRICK shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, HYDRICK's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If HYDRICK is absent by reason of industrial disability, HYDRICK may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of his physician. The duration of any such period of temporary work shall be determined by COUNTY. HYDRICK shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require HYDRICK when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of his position without hazard to self or to his fellow workers, or to his own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should HYDRICK return to work from a work place industrial injury or illness, HYDRICK shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until HYDRICK has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if HYDRICK is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to HYDRICK's incapacity, or for any other reason, HYDRICK shall not receive any salary, stipend or other compensation hereunder once HYDRICK's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and HYDRICK shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes HYDRICK is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should HYDRICK fail to return to work within three workdays of the expiration of approved leave, HYDRICK shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow HYDRICK an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that HYDRICK had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if HYDRICK is on a leave of absence beyond any accrued leaves, he may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if HYDRICK is on a leave of absence beyond any accrued leaves, HYDRICK may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. HYDRICK may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date HYDRICK returns to work from the leave of absence in which HYDRICK completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The Board of Supervisors shall review and evaluate the performance of HYDRICK at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with HYDRICK. Further, the COUNTY Chairman shall provide HYDRICK with a summary written statement of the findings and provide an adequate opportunity for HYDRICK to discuss his evaluation with the Board of Supervisors.

At the time of evaluation, COUNTY and HYDRICK shall define such goals and performance objectives that they determine necessary for the proper operation of the County Administration Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, COUNTY and HYDRICK mutually agree to abide by the provisions of applicable law.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that HYDRICK is acting in his official capacity as the Chief Administrator, HYDRICK shall be considered as a COUNTY employee for purposes of indemnity and the

COUNTY shall defend, save harmless, and indemnify HYDRICK against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of HYDRICK's duties as Chief Administrator.

Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of HYDRICK under any law or ordinance.

Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:


- A. COUNTY: Chairperson of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. HYDRICK: GABRIEL HYDRICK at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of HYDRICK.
- C. This agreement shall become effective commencing 2/28/2022.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and HYDRICK has signed and executed this agreement, both in duplicate, the day and year first above written.



CANDY CARLSON
Chairperson, Board of Supervisors



GABRIEL HYDRICK
Employee

Approved as to form:

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Gabriel Hydrick

Contract Description: Hydrick Employment Contract for CA

APPROVED AS TO FORM:

Margaret Long
Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

Date: 2/1/22