

**EMPLOYMENT AGREEMENT BY AND BETWEEN**  
**COUNTY OF YUBA AND MICHAEL CICOZZI**

**RECITALS**

This Employment Agreement (Agreement) is entered into by and between the County of Yuba (County) and Michael Ciccozzi (Employee) and is dated this 11<sup>th</sup> day of March, 2019.

A. County desires to employ Employee as its County Counsel and Employee desires to serve as the County Counsel for the County beginning March 11, 2019 through March 12, 2023.

B. The County Board of Supervisors (Board), as appointing authority, and Employee desire to agree in writing to the terms and conditions of Employee's employment as County Counsel. No less than 90 days prior to expiration of term Board will notify Employee of intent to reappoint or not reappoint for a successive term.

**AGREEMENT**

**1. PARTIES AND INCORPORATION BY REFERENCE**

The parties to this Agreement are County and Employee. The foregoing recitals are incorporated herein by this reference.

**2. DUTIES**

(a) County agrees to employ Employee and Employee agrees to serve as County Counsel of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, and all other applicable laws, rules and

regulations now in effect or hereafter adopted, and to perform other legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee 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. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

### **3. TERM**

(a) The term of this Agreement shall be from the date first set forth above in Recital A until terminated by either party in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and further agrees that he 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 County Counsel for the County.

### **4. TERMINATION AND RESIGNATION**

(a) Employee may resign at any time and agrees to give the County no less than ninety (90) days' advance written notice of the effective date of his resignation.

(b) Employee can be removed from office pursuant to Government Code § 27641.

(c) A decision to remove Employee from office may be made by the County Board of Supervisors consistent with this Agreement and with applicable state and federal laws, rules and ordinances governing such dismissal.

(d) At any time, upon the mutual, written agreement of both the County and the Employee, the parties may agree to terminate this Agreement and the employer/employee relationship. Should Employee's position be terminated pursuant to this subsection (d), Employee will be entitled to severance pay as set forth in section 5.

#### **5. SEVERANCE PAY**

(a) If County and Employee mutually agree in writing to terminate this Agreement pursuant to section 4(d) County and Employee agree that he may be placed on paid Administrative Leave for six (6) months. In no event will Employee be placed on paid administrative leave for more than six (6) months. If the balance of time left on Employee's term of office is less than six (6) months, he shall be entitled to paid administrative leave for the balance of months left in his term. If within that six (6) month period or other time frame within which Employee was placed on Administrative leave, Employee secures employment with another PERS employer, Employee agrees to tender his resignation with County effective no later than at least one (1) day prior to his start date at his new employment, which resignation will discontinue payments of paid Administrative Leave pursuant to this section. Employee specifically acknowledges and agrees that said payment(s) will release County, its agents, servants, employees and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.

(b) If Employee is removed from office pursuant to Government Code § 27641, County shall have no obligation to continue the employment of Employee or to pay the severance set forth above.

## **6. SALARY**

Commencing with the date of appointment set forth above, Employee shall be compensated at an advanced index rate of 1.30. The Yuba County Classification System - Basic Salary Schedule identifies the base monthly rate of the County Counsel effective March 11, 2019 as \$13,500.00 when multiplied by the advanced index rate of 1.30 equates to a gross monthly salary of \$17,550.00.

Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to Miscellaneous (Non-Safety) County management employees and all other provisions of the Yuba County Classification System Basic Salary Schedule related to his employee status.

## **7. SUPPLEMENTAL BENEFITS**

County shall also provide Employee the same benefits as provided to Miscellaneous (Non-Safety) County management employees, commensurate with his appointment as County Counsel, and as they may be amended from time to time. All actions taken by the County relating to benefits for Miscellaneous (Non-Safety) County Management employees shall be actions granting the same benefits to Employee. In addition:

- a. County agrees to pay a one-time \$2,500 signing bonus. Payment will be provided to Employee on the first payroll following hire.

**8. MONTHLY VEHICLE ALLOWANCE**

County agrees to pay Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

**9. VACATION AND SICK LEAVE**

Upon commencement of employment, Employee shall be provided a bank of 40 hours of vacation and 40 hours of sick leave that can be used immediately. In addition, Employee will accrue vacation and sick leave in the same manner/terms as other Miscellaneous (Non-Safety) County management employees. Management leave will be prorated for the 18/19 fiscal year based on start date.

**10. RESIDENCY REQUIREMENT**

Board has agreed to waive the residency requirement pursuant to Yuba County Ordinance Code Section 2.40.020.

**11. PERFORMANCE EVALUATION**

The Board of Supervisors shall evaluate Employee's performance at least annually or as needed. In addition, in connection with and at the time of such evaluation the Board of Supervisors and Employee will set goals and objectives for the ensuing year.

**12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Board of Supervisors shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

**13. NOTICES**

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

TO COUNTY: County Administrator  
915 Eighth Street  
Marysville, CA 95901

TO EMPLOYEE: Michael Ciccozzi  
915 Eighth Street  
Marysville, CA 95901

**14. ENTIRE AGREEMENT**

This Agreement is the final expression of and constitutes the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

**15. ASSIGNMENT**

This Agreement is not assignable by either County or Employee. Any Agreement to the contrary by either party shall be void.

**16. SEVERABILITY**

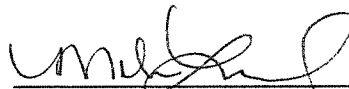
In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be signed and executed as set forth below.

EMPLOYEE

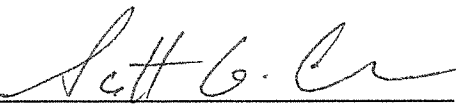
COUNTY OF YUBA

  
Michael Ciccozzi, Employee

  
Mike Leahy, Supervisor  
Chairman of the Board of Supervisors

LEGAL REVIEW:

LOZANO SMITH

by   
Scott G. Cross, Esq.

The foregoing is a true and correct copy of the document on file in this office  
ATTEST: RACHEL FERRIS  
Clerk of the Board of Supervisors of the County of Yuba, State of California

By: 

Date: 3-7-19