

GOVERNMENT & ADMINISTRATION COMMITTEE

Chief Administrative Officer's Contract

Citizen Complaint #C44-02/03

Reason for the Report

The complainant believes that the County Charter was violated because the Chief Administrative Officers (CAO) contract did not identify a contract administrator, nor were useable fingerprints submitted or a background check performed prior to the starting date of the contract.

Scope of the Investigation

The Grand Jury interviewed the following:

- Complainant;
- County Counsel, El Dorado County ;
- Chief Administrative Officer (CAO);
- Sheriff, El Dorado County;
- All five members of the Board of Supervisors, individually.

The Grand Jury also reviewed the following items:

- Complaint;
- Contract between the Board of Supervisors and the CAO;
- El Dorado County Charter;
- Interoffice memo regarding policies and procedures.

Background:

The complainant alleged that the CAO contract violated the County Charter since the contract did not specify the contract administrator.

The allegation is of questionable merit since much as this issue could have been easily resolved with a short addendum to the contract specifying the Board of Supervisors as the contract administrator.

The complainant further has a difference of opinion with the contract concerning severance pay and hours of leave that were negotiated. The complainant was not a party to the contract and these conditions were agreed upon unanimously by the Board of Supervisors prior to the approval of the contract.

The complainant also specifies several differences of a financial nature concerning salary, leave compensation, and the deferred compensation plan provided in the contract. In addition the

contract makes mention of the PERS contributions which the County agreed to pay. The Board of Supervisors in negotiating the contract had the benefit of an outside firm with general knowledge of emoluments, benefits, and remuneration granted to other public officials in similar positions within the State of California. In interviews with Board members, the Committee accepts that both parties negotiated this contract in good faith. While the committee may differ with the details of any contract, there appears to be no basis to the charge that the Board of Supervisors acted inappropriately. Finally the complainant alleges that fingerprints of the CAO were not received in a timely matter. As a matter of fact, the fingerprints had to be taken four different times, through no fault of the applicant, and the requirement has been satisfied.

Findings

- F1. The contract as it stands does not specify a contract administrator.
- F2. The contract was negotiated for the County by the Chairman of the Board of Supervisors, assisted by County Counsel.
- F3. After also asking at least one other elected officials' opinion and getting his endorsement the contract was endorsed unanimously by the full Board.
- F4. Fingerprints of the applicant were taken and are on file.

Recommendations

- R1. An addendum should be added to the contract to make the Board of Supervisors the contract administrator.
- R2. The Board of Supervisors should continue to find ways to work in the best interest of the County through the establishment of a positive working relationship with the CAO.
- R3. The CAO should be aware of his or her responsibility among other things. Recognize that El Dorado County is in a state of transition. While we cling to our history, we are also confronted with the reality of change.
- R4. The Board of Supervisors shall not authorize payment of money or other compensation for performance of any service or function by a private entity except pursuant to a written contract meeting all applicable requirements of law pertaining to contracts of the County.
 - (a) The Board of Supervisors should not authorize expenditure of County funds for membership dues or assessments in any private organization, unless the Board of Supervisors makes findings of specific public benefits anticipated to accrue to the County as a result of acquiring or renewing the membership. The text of these proposed findings shall be published in the agenda for any meeting at which such an expenditure will be considered.

- (b) If such a membership is to be at a cost level above the minimum membership level, these findings shall include a detailed explanation of the additional public benefits to the County that are anticipated to accrue from the additional expenditure. If the additional public benefits include a particular program or service, the Board of Supervisors shall enter into a written contract with the private entity to assure conduct of the program or performance to the service during the period of the membership.
- (c) This provision applies to all membership purchased by the County, regardless of whether the membership is in the name of the County or in the name of an officer or employee of the County.

Responses Required for Findings

F1 through F4	El Dorado County Board of Supervisors Chief Administrative Officer
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Responses Required for Recommendations

1 through R3	El Dorado County Board of Supervisors Chief Administrative Officer
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At the time of this writing, the CAO in question was released from the Contract.