

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

May 5, 2016

APPROVING THE APPOINTMENT OF MAHESH C. SHARMA FOR THE POSITON OF
COUNTY ADMINISTRATOR AT A STARTING SALARY OF \$172,000/YR

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The appointment of Mahesh C. Sharma for the position of County
Administrator at a starting salary of \$172,000/year is hereby approved.

Section 2. The terms of employment as presented in the employment
agreement are hereby approved.

Section 3. This resolution shall take effect immediately.

EMPLOYMENT AGREEMENT

This agreement, made and entered into this ____ day of May, 2016, by and between the Scott County Board of Supervisors, hereinafter called "Employer", and Mahesh C. Sharma, hereinafter called "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Mahesh C. Sharma as County Administrator of Scott County as provided by Chapter 3 of the Scott County Code, as amended through 2016; and

WHEREAS, it is the desire of the Board of Supervisors, hereinafter called "Board" to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Board to (1) retain the services of Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as the deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as the Employee may be unable to fully discharge assigned duties due to age or disability or when Employer may otherwise desire to terminate the Employee; and

WHEREAS, Employee desires to be appointed as County Administrator of Scott County;

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

SECTION 1 - DUTIES

Employer hereby agrees to employ Mahesh C. Sharma as County Administrator of said Employer to perform the functions and duties specified in Chapter 3 of the Scott County Code, as amended through 2016, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

SECTION 2 - TERM

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.

- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4, paragraph C, of this agreement.
- C. Employee shall begin employment on _____ or a date mutually agreeable to both parties. This agreement shall automatically renew on employee's anniversary date.

SECTION 3 - SUSPENSION

Employer may suspend the employee without pay and benefits, upon the finding of an indictment or the filing of an information charging said employee with a felony or an illegal act involving personal gain. In the event said indictment or information is later set aside, or the employee is acquitted, said employee shall be reinstated, with back pay and benefits previously denied.

Employer may suspend the Employee for just cause with full pay and benefits at any time during the term of this agreement, but only after a public hearing, and a majority of Board votes to suspend Employee for just cause provided, however, the Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Board members. Employee may request a closed session hearing pursuant to Iowa Code Section 21.5(1)(i).

If mutually agreed upon by a majority of the Board and the Employee the above requirement for a public hearing may be waived.

SECTION 4 - TERMINATION AND SEVERANCE PAY

- A. In the event Employee is terminated without just cause by the Board before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee in bi-weekly installments a cash payment equal to six (6) months' aggregated salary and benefits available to employee. Employee shall be compensated for any accrued vacation or sick time permitted by policy as they now exist or hereafter may be amended.

In the event Employee is convicted of any felony or illegal act involving personal gain (termination with just cause), Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph A.

Just cause is herein defined as conviction of any illegal act involving personal gain.

- B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all non-represented employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Board that he resign, then, in that

event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

- C. In the event Employee voluntarily resigns before expiration of the aforesaid term of employment, then Employee shall give Employer one (1) month notice in advance, unless the parties otherwise agree.

SECTION 5 - DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health beyond the waiting period for long term disability Employer shall have the option to terminate this agreement subject to the severance pay requirements of Section 4, paragraph A. However, Employee shall be compensated for any accrued leave, time or other benefits in accordance with policies established for Non-represented Employees.

SECTION 6 - SALARY

- A. Employer agrees to pay Employee for services at an annual base salary of \$172,000, payable in installments at the same time as other employees of the Employer are paid.
- B. Unless otherwise provided for in this agreement Employer agrees to increase said base salary and/or other benefits of Employer equal to that which is provided other non-represented employees of the Employer.
- C. Employer shall annually on the Employee's anniversary date review the Employee's salary and revise said salary and benefits accordingly. During the first year of employment as County Administrator, Employee's salary shall be reviewed and revised at six months and twelve months and then annually thereafter.

SECTION 7 - PERFORMANCE EVALUATION

- A. The Board shall review and evaluate the performance of the Employee in advance of the Employee's anniversary date. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Employee. Further, the Board shall provide the Employee with a summary of the findings of the Board and provide an adequate opportunity for the Employee to discuss his evaluation with the Board.
- B. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

SECTION 8 - HOURS OF WORK

It is recognized the Employee is frequently required to work more than a forty (40) hour work week and devote time outside normal office hours, therefore during period of reduced workload Employee will be allowed flexibility in adhering to a formal schedule of hours.

SECTION 9 - MILEAGE REIMBURSEMENT

Because Employee's duties require use of an automobile, the Employer agrees to provide the mileage reimbursement for any travel outside of Scott and Rock Island Counties at the rate allowed for such purposes by County policy. It is understood that the Employer's liability, property damage and comprehensive insurance will be secondary to the Employee's personal insurance coverage.

SECTION 10 - HEALTH AND LIFE INSURANCE

- A. Employer agrees to purchase and to pay the required premiums on a term life insurance policy equal in amount to two (2) times the annual gross salary of Employee to a maximum of four hundred thousand dollars (\$400,000.00).
- B. Employer agrees to provide hospitalization, surgical, comprehensive medical, prescription drugs, vision, dental and long term disability insurance for Employee. Employer agrees to contribute to the premium for such insurance equal to that which is provided all other non-represented employees of Employer. Employee may purchase family coverage at the same rates available to non-represented employees.

SECTION 11 - DEFERRED COMPENSATION

Employer agrees to execute all necessary agreements provided by the International City/County Management Association-Retirement Corporation (ICMA-RC) for Employee's continued participation in said ICMA-RC deferred compensation plan. Employee may participate in a deferred compensation plan pursuant to the same policy and guidelines and non-represented employees.

SECTION 12 - DUES AND SUBSCRIPTIONS

Employer agrees, within budget limitations, to pay for the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the Employer.

SECTION 13- PROFESSIONAL DEVELOPMENT

- A. Employer agrees, within budget limitations, to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions

adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the Annual Conference of the International City Management Association and National Association of Counties, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

- B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION 14 - OUTSIDE ACTIVITIES

The employment provided by this agreement shall be the Employee's sole employment. However recognizing that certain outside consulting or teaching opportunities may provide indirect benefits to the Employer and community the parties may in advance mutually agree that Employee may accept limited teaching or consulting arrangements that do not provide a conflict of interest or interfere with his responsibilities under this agreement.

SECTION 15 - INDEMNIFICATION

Employer shall defend, hold harmless and indemnify Employee 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 Employee's duties as County Administrator pursuant to state law. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon unless the act constituted willful or wanton conduct.

SECTION 16 - BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law.

SECTION 17 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Board, in consultation with the County Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law or ordinance.
- B. Employee shall accrue 160 hours of vacation annually. Upon employment Employee shall have access to 40 hours of vacation and 40 hours of sick leave during until which time they would have normally accrued the hours. All provisions of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they

now exist or hereafter may be amended, also shall apply to Employee as they would to other non-represented employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded non-represented employees, including provisions governing accrual and payment therefore on termination of employment.
- D. Employee agrees to establish residency within Scott County within six (6) months of the start of employment, and thereafter maintain residency at all time while employed by Employer.
- E. Employer shall pay Employee an interim housing supplement of fifteen hundred dollars (\$1,500.00) on the first paycheck of the month for six (6) months in lieu of any moving allowance.
- F. Employer shall provide Employee with a laptop computer, software and cell phone to assist in the performance of his duties and maintain communication; however upon termination of employment the equipment described herein shall be returned to the Employer and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

SECTION 18 - NO REDUCTION OF BENEFITS


Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all non-represented employees of the Employer.

SECTION 19 - GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and insure to the benefits of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing the ___ day of May, 2016.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed servable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the County of Scott has caused this agreement to be signed and executed in its behalf by its Chairman and the Employee has signed and executed this agreement.

James, V. Hancock, Chairman,
Scott County Board of Supervisors



Mahesh C. Sharma

Attest: _____
Auditor