



PIMA COUNTY BOARD OF SUPERVISORS

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TUCSON, ARIZONA 85701


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Stephen W. Christy
Supervisor, District 4

MEMORANDUM

DATE: May 12, 2022

TO: Melissa Manriquez
Clerk of the Board

FROM: Steve Christy 
District 4 Supervisor

SUBJECT: Agenda Addendum Item

Please place the following item on the Addendum to the Agenda for the Board of Supervisors meeting of May 17, 2022:

BOARD OF SUPERVISORS

Former County Administrator's Termination and Severance Payment

Discussion/Direction/Action regarding former County Administrator Chuck Huckelberry's employment status with Pima County and the amount paid in severance per Item No. 6 in his employment contract.

This item will allow, include, and not be limited to matters related to Mr. Huckelberry's changed employment status effective April 5, 2022. All documents pertinent to this item are requested for review. Further, it is requested that representatives of the Human Resources and Finance Departments who are familiar with these details be present.

A time certain of 10:00 a.m. is requested for this item. (District 4)

Thank you.

**EMPLOYMENT CONTRACT
PIMA COUNTY ADMINISTRATOR**

This Agreement is made January 19, 2021 by and between PIMA COUNTY, ARIZONA, a body politic and corporate (the "County"), and MR. CHARLES HUCKELBERRY, a married man ("Employee").

WHEREAS, Employee is currently employed as the Pima County Administrator and serves at the pleasure of the County's Board of Supervisors; and

WHEREAS, the Board of Supervisors has determined that requiring Employee to enter into an employment contract will preserve stability in County government and will promote independent and professional administration; and

WHEREAS, the County desires to formalize in this contract the terms under which Employee shall serve as the County Administrator, the duties of which are currently set forth under Pima County Code Ch. 2.12, which is incorporated by this reference.

THEREFORE, in consideration of the mutual covenants set forth below, the County and Employee agree as follows:

1. Employment Contract. Pursuant to the powers vested in the Board of Supervisors under A.R.S. §11-251 et seq., the County hereby contracts with Employee to continue as the Pima County Administrator, in which capacity he shall be responsible for the executive and administrative functions of the County, subject to the terms of Pima County Code Ch. 2.12.

2. Term. The Term of this Agreement shall begin on January 19, 2021 and terminate on January 7, 2025 (or such earlier date that all of the successors to the current members of the County Board of Supervisors assume office following the regular quadrennial election), unless earlier terminated pursuant to the provisions of Paragraph 5 below.

3. Salary. In consideration of Employee's performance of his duties hereunder, the County shall initially pay to Employee an annual salary of \$292,000.00. Any increase in salary will be based on evaluations as determined by the Board.

4. Benefits. During the term of this Agreement:

(a) The County shall reimburse Employee for all reasonable expenses and expenditures made or incurred by Employee directly in connection with his employment hereunder, provided however, that such expenses and reimbursements shall at all times be subject to Arizona law and the rules and regulations established by the County.

(b) Employee's duties require that he shall have the exclusive and unrestricted use at all times during his employment with the County of an automobile provided to him by the County. County shall be responsible for providing liability coverage for personal injury and property damage and for the purchase, operation, maintenance, repair and regular replacement of said automobile. At Employee's option, Employee may decline the use of a County-provided automobile and receive a monthly vehicle allowance in the amount of \$550.00 per month.

(c) The County shall provide Employee with such group health, medical, dental, disability and other coverages as are available to all other employees and staff of the County.

(d) In addition to the annual, sick, vacation, holiday and other paid leave periods otherwise in effect, which shall accrue to Employee at a rate equal to other County employees with over twenty years of service, the County shall credit to the Employee at the beginning of the term of this Agreement 120 hours of sick leave and 120 hours of vacation leave and shall allow Employee additional paid leave to serve as a member of public, professional, advisory and fiduciary boards and organizations, provided that such service shall not conflict, interfere or be incompatible with the performance of Employee's duties hereunder.

(e) Employee's accumulated unused vacation and sick leave will be paid to Employee at the termination of this Agreement at his rate of pay then in effect.

(f) In addition to the salary paid to Employee pursuant to Paragraph 3 of this Agreement, the County shall annually pay to Employee an amount equal to the maximum net deferred compensation contribution allowed by the Internal Revenue Code each tax year this Agreement is in effect for the 457(b) Deferred Compensation Plan (\$26,000 for 2021) that is offered to employees of the County who are members of the Arizona State Retirement System and shall annually pay to Employee an amount equal to a \$15,000.00 contribution to Employee's 401(a) Supplemental Retirement Savings Plan account.

(g) The County shall provide Employee with such other benefits as are available to other employees and staff of the County, as well as those benefits customarily provided to the Pima County Administrator; and shall annually pay to Employee the maximum amount of Health Savings Account contribution allowable under federal tax law (\$8,200 for 2021).

(h) If Employee retires as allowed by the Arizona State Retirement System, Employee can return to work as a contractor without any negation of the terms of this contract, including its length.

5. Termination. As County Administrator, Employee will be in the County Personnel "Unclassified Service" and exempt from the County Merit System. Employee shall serve at the pleasure of the Board of Supervisors. In accordance with Section 2.12.040 of the Pima County Code, "The appointment removal, suspension or request for resignation of a county administrator shall require the affirmative vote of a majority of all the members of the board of supervisors." Employee acknowledges that he may be removed at any time with or without cause, subject to Paragraph 6 of this Agreement.

6. Severance Pay. In the event the Board of Supervisors either removes Employee without cause or requests Employee's resignation prior to the end of the Term of this Agreement, then the County shall pay to Employee a severance payment equal to three month's salary, plus half the annual 457(b) contribution and 401(a) contribution under Paragraph 4(f) above and the cash value of Employee's annual vacation and sick leave accrual.

7. Default; Arbitration. In the event of any default or other nonperformance of any term or provision of this Agreement, or in the event of any claim arising hereunder, including any dispute as to whether termination for just cause exists, the parties hereto shall resolve any such claim through binding arbitration. Request for arbitration shall be handled in accordance with the Employment

Arbitration rules of the American Arbitration Association. The County and Employee shall request a list of five possible members; and within five working days of their receipt of such list, select an arbitrator. The County and Employee will each strike one arbitrator's name from the list of five, and both parties will then repeat the procedure. A flip of the coin will determine who strikes the first name. The final remaining person shall be the duly selected arbitrator. Each party shall bear the expenses of witnesses, attorneys and other costs of preparing and presenting its own case, as well as the incidental expenses incurred as a result of the hearing; and all fees and expenses of the arbitrator shall be divided equally between the parties; provide, however, that the prevailing party may be reimbursed all such costs and fees in the sole judgment of the arbitrator.

8. Indemnification. County shall defend, save 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, and will pay the amount of any settlement or judgment arising therefrom.

9. Arizona Law; Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

10. Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. §38-511.

11. Evaluation. The County, through the Board of Supervisors, reserves the right at any time to evaluate Employee's performance and to establish standards for satisfactory performance of both the general duties set forth in Pima County Code Chapter 2.12 and specific projects, goals and directions of the Board assigned to Employee pursuant to said Chapter of the Pima County Code.

WHEREFORE, the parties have executed this Agreement as of the date stated above.

PIMA COUNTY, ARIZONA,
A body politic and corporate

CHARLES HUCKELBERRY

By Sharon Bronson
Chair, Pima County Board of
Supervisors **JAN 19 2021**

By C. Huckelberry
Employee

APPROVED AS TO FORM:

ATTEST:

By [Signature]
Civil Deputy County Attorney

By [Signature]
Clerk of the Pima County Board
of Supervisors