

# IN PERSON & VIRTUAL BOARD MEETING



TO VIEW VIA WEB



TO PROVIDE PUBLIC COMMENT

Members of the public may address the Boards orally and in writing. To provide Public Comment, you should visit the above link and complete the request form by selecting whether you will provide oral or written comment from the options located under Options next to the Boards meeting.

**Attention:** If you have any questions, you may email [PublicComment@lacera.com](mailto:PublicComment@lacera.com). If you would like to make a public comment during the committee meeting, review the Public Comment instructions.

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION  
300 N. LAKE AVENUE, SUITE 650, PASADENA, CA

# AGENDA

## A SPECIAL JOINT MEETING OF THE BOARD OF RETIREMENT

## AND THE BOARD OF INVESTMENTS

## LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

300 N. LAKE AVENUE, SUITE 810, PASADENA, CA 91101

12:30 P.M., WEDNESDAY, JUNE 11, 2025

*This meeting will be conducted by the Board of Retirement and Board of Investments both in person and by teleconference under California Government Code Section 54953(f).*

Any person may view the meeting in person at LACERA's offices or online at <https://LACERA.com/leadership/board-meetings>

*The Boards may take action on any item on the agenda, and agenda items may be taken out of order.*

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. PROCEDURE FOR TELECONFERENCE MEETING ATTENDANCE UNDER AB 2449, California Government Code Section 54953(f)
  - A. Just Cause
  - B. Action on Emergency Circumstance Requests
  - C. Statement of Persons Present at AB 2449 Teleconference Locations
- IV. APPROVAL OF MINUTES
  - A. Approval by the Board of Retirement and Board of Investments of the Minutes of the Special Joint Meeting of the Boards of July 8, 2024.

**V. PUBLIC COMMENT**

(Members of the public may address the Boards orally and in writing. To provide Public Comment, you should visit <https://LACERA.com/leadership/board-meetings> and complete the request [form](#).

If you select oral comment, we will contact you via email with information and instructions as to how to access the meeting as a speaker. You will have up to 3 minutes to address the Boards. Oral comment requests will be accepted up to the close of the Public Comment item on the agenda.

If you select written comment, please input your written public comment within the form as soon as possible and up to the close of the meeting. Written comment will be made part of the official record of the meeting. If you would like to remain anonymous at the meeting without stating your name, please leave the name field blank in the request.

**VI. EXECUTIVE SESSION**

**A. Public Employment**

(Pursuant to California Government Code Section 54957)

Title: Chief Executive Officer

(Memo dated June 2, 2025)

**B. Public Employee Appointment**

(Pursuant to California Government Code Section 54957)

Title: Interim Chief Executive Officer

(Memo dated June 2, 2025)

**VII. NON-CONSENT ITEM**

**A. Interim Chief Executive Officer Compensation**

Recommendation as submitted by Carly Ntoya, Ph.D., Director, Human Resources: That the Boards discuss and approve salary for the Interim Chief Executive Officer in the amount of \$450,000 per year and benefits as described in the accompanying memo, or such other salary and benefits as the Boards determine, and determine a salary effective date. (Memo dated June 2, 2025)

**VIII. ITEMS FOR STAFF REVIEW**

(This item summarizes requests and suggestions by individual trustees during the meeting for consideration by staff. These requests and suggestions do not constitute

approval or formal action by the Board, which can only be made separately by motion on an agenda item at a future meeting.)

IX. ITEMS FOR FUTURE AGENDAS

(This item provides an opportunity for trustees to identify items to be included on a future agenda as permitted under the Board's Regulations.)

X. GOOD OF THE ORDER

(For Information Purposes Only)

XI. ADJOURNMENT

***Documents subject to public disclosure that relate to an agenda item for an open session of the Board of Retirement/Board of Investments that are distributed to members of the Board of Retirement/Board of Investments less than 72 hours prior to the meeting will be available for public inspection at the time they are distributed to a majority of the Board of Retirement Trustees at LACERA's offices at 300 N. Lake Avenue, Suite 820, Pasadena, CA 91101, during normal business hours of 9:00 a.m. to 5:00 p.m. Monday through Friday and will also be posted on [lacera.com](#) at the same time, [Board Meetings | LACERA](#).***

***Requests for reasonable modification or accommodation of the telephone public access and Public Comments procedures stated in this agenda from individuals with disabilities, consistent with the Americans with Disabilities Act of 1990, may call the Board Offices at (626) 564-6000, Ext. 4401/4402 from 8:30 a.m. to 5:00 p.m. Monday through Friday or email [PublicComment@lacera.com](mailto:PublicComment@lacera.com), but no later than 48 hours prior to the time the meeting is to commence.***

MINUTES OF A SPECIAL JOINT MEETING OF THE BOARD OF RETIREMENT  
AND THE BOARD OF INVESTMENTS

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

300 N. LAKE AVENUE, SUITE 810, PASADENA, CA 91101

12:00 P.M., MONDAY, JULY 8, 2024

*This meeting was conducted by the Board of Retirement and Board of Investments both in person and by teleconference under California Government Code Section 54953(b), (f).*

Teleconference Locations for Trustees and the Public under California  
Government Code Section 54953(b)  
3513 Matador Ranch Road, Southlake TX 76092

BOARD OF RETIREMENT TRUSTEES PRESENT:

Shawn Kehoe, Chair

Ronald Okum, Secretary

Nancy Durazo

Elizabeth Ginsberg

Vivian Gray (Joined the meeting at 12:11 a.m.)

JP Harris, Alternate Retiree Member

Les Robbins (Teleconference Due to Just Cause under Government Code  
Section 54953 (f))

David Ryu

Antonio Sanchez

Wayne Moore (Teleconference under Section 54953(b) (Joined the  
meeting at 12:08 a.m.)

Minutes of LACERA Board of Retirement and Board of Investments Joint Meeting  
July 8, 2024  
Page 2

BOARD OF RETIREMENT TRUSTEES ABSENT:

Jason Green

BOARD OF INVESTMENTS TRUSTEES PRESENT:

Patrick Jones, Chair

David Ryu, Vice Chair

Elizabeth Ginsberg

Trevor Fay

Debbie Martin

Nicole Mi

BOARD OF INVESTMENTS TRUSTEES ABSENT:

Mike Gatto

Jason Green

STAFF ADVISORS AND PARTICIPANTS

Santos H. Kreimann, Chief Executive Officer

Luis Lugo, Deputy Chief Executive Officer

Steven P. Rice, Chief Counsel

Jonathan Grabel, Chief Investment Officer

JJ Popowich, Assistant Executive Officer

Laura Guglielmo, Assistant Executive Officer

Latham & Watkins LLP

Manny Abascal, Partner

Roman Martinez, Partner

I. CALL TO ORDER

The meeting was called to order by Chair Kehoe at 12:06 p.m. in the Board Room of Gateway Plaza.

II. PLEDGE OF ALLEGIANCE

Trustee Okum led the Trustees and staff in the Pledge of Allegiance.

III. PROCEDURE FOR TELECONFERENCE MEETING ATTENDANCE UNDER AB 2449, California Government Code Section 54953(f)

- A. Just Cause
- B. Action on Emergency Circumstance Requests
- C. Statement of Persons Present at AB 2449 Teleconference Locations

A physical quorum was present at the noticed meeting location. There was one request received from Trustee Robbins to participate by teleconference for Just Cause (A) Caregiving needs. Trustee Robbins confirmed that there were no individuals 18 years or older present at the teleconference location.

IV. APPROVAL OF MINUTES

- A. Approval by the Board of Retirement of the Minutes of the Special Joint Meeting of the Boards of January 20, 2023

Trustee Okum made a motion, Trustee Kehoe seconded, to approve the Minutes of the Special Joint Meeting of the Board of Retirement of January 20, 2023. The motion passed by the following roll call vote:

Yes: Durazo, Ginsberg, Kehoe, Okum, Robbins, Ryu, Sanchez

Absent: Gray, Moore

- B. Approval by the Board of Investments of the Minutes of the Special Joint Meeting of the Boards of January 20, 2023



#### IV. APPROVAL OF MINUTES (Continued)

Trustee Fay made a motion, Trustee Martin seconded, to approve the Minutes of the Special Joint Meeting of the Board of Investments of January 20, 2023. The motion passed by the following roll call vote:

Yes: Ginsberg, Fay, Jones, Martin, Mi, Ryu

Absent: Gatto, Green

#### V. PUBLIC COMMENT (Mr. Moore joined the meeting at 12:08 p.m.)

There were no requests from the public to speak.

#### VI. ITEMS FOR STAFF REVIEW

There was nothing to report.

#### VII. ITEMS FOR FUTURE AGENDAS

There was nothing to report.

#### VIII. GOOD OF THE ORDER (Ms. Gray joined the meeting at 12:11 a.m.) (For Information Purposes Only)

Ms. Rivera introduced the newly hired Investments interns, Khalice Johnson, Jasmine Jones, Augustus "AJ" Williams, and Lorenzo Garcia.

#### IX. EXECUTIVE SESSION

##### A. Conference with Legal Counsel – Existing Litigation (Pursuant to Paragraph (1) of Subdivision (d) of California Government Code Section 54956.9)

1. *LACERA v. County of Los Angeles, et al.*,  
Los Angeles Superior Court Case No. 21STCP03475  
California Court of Appeal, Second Appellate District,  
Case No. B326977

There is nothing to report.



X. ADJOURNMENT

There being no further business to come before the Boards, the meeting was adjourned at 1:40 p.m.

As to the actions taken by the Board of Retirement:

\_\_\_\_\_  
RONALD OKUM, BOR SECRETARY

\_\_\_\_\_  
SHAWN R. KEHOE, BOR CHAIR

As to the actions taken by the Board of Investments:

\_\_\_\_\_  
JASON GREEN, BOI SECRETARY

\_\_\_\_\_  
PATRICK JONES, BOI CHAIR

**Documents not attached are exempt from disclosure under the California Public Records Act and other legal authority.**


**For further information, contact:  
LACERA  
Attention: Public Records Act Requests  
300 N. Lake Ave., Suite 620  
Pasadena, CA 91101**

**Documents not attached are exempt from disclosure under the California Public Records Act and other legal authority.**

**For further information, contact:  
LACERA  
Attention: Public Records Act Requests  
300 N. Lake Ave., Suite 620  
Pasadena, CA 91101**

DATE: June 2, 2025

TO: Each Trustee  
Board of Retirement  
Board of Investments

FROM: Carly Ntoya, Ph.D.   
Director, Human Resources

FOR: June 11, 2025, Joint Board of Retirement and Board of Investments Meeting

SUBJECT: **Interim Chief Executive Officer Compensation and Benefits**

### **RECOMMENDATIONS**

The Board of Retirement and the Board of Investments discuss and approve an annual compensation of \$450,000 and benefits including a benefits allowance of nineteen (19%) percent of the employee's monthly salary for an appointed Interim Chief Executive Officer (CEO), LACERA, or such other salary and benefits as the Boards determine, and determine a salary effective date.

### **BACKGROUND**

On March 17, 2025, Santos Kreimann, CEO, announced a temporary leave of absence from day-to-day executive duties at LACERA effective immediately. Effective April 1, 2025, Luis Lugo, Deputy CEO, received an additional responsibilities bonus for the role of Acting CEO to ensure the continuation of LACERA's operations. It has since been determined that LACERA has a need for an Interim CEO to perform the full scope of responsibilities and duties of the position.

### **LEGAL AUTHORITY**

Los Angeles County Code, 6.127.020 - Retirement Administrator.

A. The person appointed by the Boards of Retirement and Investments to act as retirement administrator, pursuant to Government Code Section 31522.2, shall be known as Chief Executive Officer, LACERA, and shall be paid in the same manner and receive the same benefits as a county officer on an item designated as "L" pursuant to the provisions of subsection B of Section 6.28.020 and shall be compensated as determined by the Boards of Retirement and Investments.

Los Angeles County Code, 6.127.030 - Additional information.

B. Retirement Administrator.

1.Compensation and Benefits. Notwithstanding any other provision of Title 6 of this code, the salary and benefits for any person designated to act as retirement administrator pursuant to Section 6.127.020 may be determined by written agreement between the boards of retirement and investments and such designated person. In the event of any inconsistency between the provisions of Title 6 of this code and such written agreement, the provisions of the written agreement shall control.

#### County Employees Retirement Law of 1937 (CERL) - §31522.2. Administrator

In a county in which the board of retirement or both the board of retirement and the board of investment have appointed personnel pursuant to Section 31522.1, the respective board or boards may elect to appoint an administrator as provided for in this section. The position of the administrator shall not be subject to county civil service or merit system rules.

The person so appointed shall be a county employee and the position of administrator shall be included in the salary ordinance or salary resolution adopted by the board of supervisors for the compensation of county officers and employees. The administrator so appointed shall be directed by, shall serve at the pleasure of, and may be dismissed at the will of, the appointing board or boards. Specific charges, a statement of reasons, or good cause shall not be required as a basis for dismissal of the administrator by the appointing board or boards.

This section shall not be operative in any county unless the board of supervisors, by resolution adopted by majority vote, makes this section applicable in the county. (Added by Stats. 1987, Ch. 188, Sec. 1, Effective July 23, 1987)

The Brown Act provides in Government Code Section 54953(c) (3) that action on senior executive compensation must be taken in open session and that a summary of the terms of the compensation, including benefits, must be orally announced before final action is taken.

### **DISCUSSION**

In the absence of Mr. Kreimann, there is an operational need to immediately appoint an Interim CEO to perform the full scope of duties and responsibilities of the position on a temporary basis. The CEO position is an unclassified position, not subject to County civil service or merit system rules. Based on review of external market-data and internal equity, Human Resources recommends an annual compensation of \$450,000, for the role of Interim CEO.

Benefits for the role of Interim CEO includes a monthly benefits allowance of 19% of the employee's monthly salary and the option to use a LACERA assigned vehicle or receive a \$600 transportation allowance, in addition to benefits provided to other MegaFlex

employees such as a defined benefit retirement plan; the option to participate in a 401K savings plan and a 547 deferred compensation where LACERA matches up to four (4) percent of the employee's salary, each; and the option to participate in flexible spending accounts.

These recommended benefits are the same as Mr. Kreimann receives under his Employment Agreement, except that the Interim CEO will not receive the split dollar life insurance provided to Mr. Kreimann like other County "L" items and the Interim CEO's transportation allowance will be \$600 in alignment with LACERA policy, which is slightly more than Mr. Kreimann receives under the policy applicable to County "L" item allowances.

CERL and the Los Angeles County Code provides the LACERA Board of Retirement and Board of Investment authority to appoint and set the compensation of the CEO. A written Employment Agreement documenting the salary and other terms of appointment will be executed promptly after the Boards appoint the Interim CEO. The form of the proposed agreement is attached (Attachment A). This draft Agreement tracks closely the terms of Mr. Kreimann's Employment Agreement, aside from the salary and benefits and any other changes approved by the Boards. Additional terms will be added, such as the ability for the candidate to return to their current LACERA position after the Interim CEO appointment ends, if the appointee is a current LACERA employee.

c: Steven Rice  
Jasmine Bath

**EMPLOYMENT AGREEMENT  
INTERIM CHIEF EXECUTIVE OFFICER, LACERA**

This Agreement (Agreement) is made and entered into as of June 11, 2025, at Pasadena, California, by and between the Los Angeles County Employees Retirement Association (LACERA), by its Board of Retirement and Board of Investments (collectively, Boards), and \_\_\_\_\_.

WHEREAS, the Boards have implemented the provisions of California Government Code Section 31522.2 by appointing a person to act as retirement administrator, which is the senior administrative officer of the organization; and

WHEREAS, the retirement administrator position has been designated in Los Angeles County Code Section 6.127.020 A as having the title of Chief Executive Officer, LACERA (CEO); and

WHEREAS, Section 6.127.030.B.1 of the Los Angeles County Code provides that the person appointed as CEO may receive such salary and benefits as determined by written agreement between LACERA, through its Boards, and the CEO; and

WHEREAS, the Boards have determined that Chief Executive Officer Santos H. Kreimann (Kreimann) is and has been on leave since March 14, 2025 and since that date has been unable to exercise the full authority and perform the full duties and responsibilities of Chief Executive Officer, LACERA and that there is a need for an Interim CEO until Mr. Kreimann is able to return to work or such other time as the Boards determine; and

WHEREAS, \_\_\_\_\_ is qualified to perform the duties and responsibilities of Interim CEO, having served \_\_\_\_\_, and the Boards have, within their authority under California Government Code Section 31522.2 and Section 6.127.020 A of the Los Angeles County Code and in the exercise of their fiduciary duties of prudence and loyalty to LACERA's members and their beneficiaries under the California Constitution, Article XVI, Section 17 and California Government Code Section 31595 selected \_\_\_\_\_ to serve as Interim CEO according to the terms of this Agreement.

NOW, THEREFORE, LACERA and \_\_\_\_\_ agree, subject to the approval of the Boards under Paragraph 8, as follows:

1. **APPOINTMENT.** The Boards hereby appoint \_\_\_\_\_ as Interim CEO, subject to the terms and conditions of this Agreement, and \_\_\_\_\_ accepts and agrees to such appointment. Under California Government Code Section 31522.2, the Interim CEO shall be an employee of the County of Los Angeles, reporting to the Boards and with performance of services exclusively for LACERA as described in Paragraph 4.

2. **REPRESENTATION.** \_\_\_\_\_ represents and warrants that all information regarding qualifications, all applications and resumes, and all additional background information provided, verbally or in writing, to the Boards and their representatives, including LACERA staff, and all of their respective background check vendors, at any and all times during



the course of the recruiting process for the \_\_\_\_\_ position, and as provide at any other time prior to the execution of this Agreement, were truthful, accurate, and complete and did not omit any facts necessary to have an accurate understanding of \_\_\_\_\_'s background, skills, and experience. This representation is material to the Boards' willingness to enter into this Agreement.

3. TERM. \_\_\_\_\_'s appointment as Interim CEO shall commence on March 14, 2025 (Effective Date) and will continue until CEO Kreimann is able to return to work or such other date as the Boards determine. As provided by California Government Code Section 31522.2, the position of Interim CEO is not subject to county civil service or merit system rules, and \_\_\_\_\_ shall be an at-will employee and serve at the pleasure of, and may be dismissed at any time at the will of, the Boards, with or without cause, and with or without any period of notice. Specific charges, a statement of reasons, or good cause shall not be required as a basis for dismissal. Dismissal by the Boards shall constitute an immediate termination of this Agreement, except those provisions that expressly survive termination. \_\_\_\_\_ expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing, except for the notice provided in Paragraph 11. Upon termination, \_\_\_\_\_ will have, subject to Paragraph 11(e), the right to and will automatically \_\_\_\_\_.

4. DESCRIPTION OF SERVICES. \_\_\_\_\_ shall perform, in the position of Interim Chief Executive Officer, all of the authority and duties of the Chief Executive Officer, LACERA position, as directed by the Boards from time to time, including but not limited to those described in the Position Information and Examples of Essential Job Functions stated in Exhibit A to this Agreement. As Interim CEO, \_\_\_\_\_ shall be LACERA's senior administrative officer, reporting directly to the Boards, and shall be expected to fulfill the needs of the organization as they may change from time to time and as directed by the Boards based on LACERA's needs and objectives. The Interim CEO position requires maintenance of a full-time work schedule, including presence in LACERA's office each business day, subject business travel and vacation and other permitted personal use time and reasonable flexibility with respect to the occasional need to work remotely when it does not interfere with the performance of his duties. \_\_\_\_\_ shall notify the Boards in advance if he will be out of Los Angeles County or unavailable for necessary communication during time away from the office. \_\_\_\_\_ is expected to engage in those hours of work that are necessary to fulfill the obligations of the CEO position. The position does not have set hours of work, and the Interim CEO is expected to be available at all times.

\_\_\_\_\_ shall perform all duties hereunder in a manner consistent with the level of competency, ethics and avoidance of actual or potential conflicts of interest, and standard of care normally observed by a person employed as Chief Executive Officer of a large California public employees' retirement system, taking into account the services required from the Interim CEO and LACERA's working environment and resources.

\_\_\_\_\_ shall not engage in teaching, consulting, speaking, or other non-LACERA work or business for which any form of value is paid, without the express prior written consent of the Boards.

5. LACERA'S COMMITMENTS.

- a. LACERA shall provide \_\_\_\_ with the salary and benefits as specified in Paragraphs 6 and 7 of this Agreement, subject to Paragraph 8 and all other provisions of this Agreement.
- b. LACERA shall provide \_\_\_\_ with an individual office on LACERA premises, a secretary, and such furniture, fixtures, equipment and supplies, including those described in Exhibit B, to the extent reasonably necessary for the performance of the CEO's duties. Furniture, fixtures, equipment and supplies remain the property of LACERA and shall be promptly returned upon separation under Paragraph 11.
- c. LACERA shall pay for or provide \_\_\_\_ reimbursement for all reasonable and lawful actual out-of-pocket business expenses incurred on behalf of LACERA. LACERA shall provide \_\_\_\_ a LACERA credit or debit card to charge reasonable and lawful business expenses.
- d. LACERA shall pay for \_\_\_\_ to attend and receive education and training reasonably related to his service as LACERA's Interim CEO, as authorized in advance by the Board Chairs or LACERA policies. LACERA shall pay professional dues and subscriptions on behalf of \_\_\_\_ which are reasonably related to the Interim CEO's duties and participation in national, regional, state, and local associations and organizations necessary and desirable for the good of LACERA. LACERA shall pay the reasonable and actual travel and subsistence expenses of the Interim CEO to pursue official and other functions for LACERA, and meetings and occasions to continue the professional development of the Interim CEO, including but not limited to national, regional, state, and local conferences, and governmental groups and committees upon which the Interim CEO serves as a member in accordance with LACERA's Education and Travel Policy, as it may be revised by the Boards from time to time, and provided by budget and/or the preapproval of the Board Chairs.
- e. The Boards set policy, in their sole discretion, for the governance and administration of LACERA and implement their respective policies through the Interim CEO in accordance with the Boards' policies, charters, and rules in effect from time to time. All Board and other LACERA policies, charters, and rules in effect during the term of this Agreement, insofar as they relate to the CEO, shall apply to \_\_\_\_ as Interim CEO.
- f. The Boards may conduct annual goal-setting and annual performance evaluations of \_\_\_\_ as Interim CEO pursuant to a schedule, standards, and procedures in their sole discretion, including more frequently than annually, consistent with the duties of the Interim CEO position as provided herein.

6. SALARY. Subject to Paragraph 8, \_\_\_\_ shall be compensated at a gross base salary, before taxes and any other required or elective deductions, of \_\_\_\_\_ gross

annually (Starting Salary), paid on a bi-monthly basis by way of direct deposit and subject to usual and customary deductions for taxes, benefits, and insurance and any other deductions required or permitted by law, commencing as of the Effective Date and continuing during the time he serves as Interim CEO, pro-rated on a daily basis. \_\_\_\_'s salary shall be effective \_\_\_\_, less the salary he received as DCEO after that date. \_\_\_\_ may, but is not entitled to, receive salary adjustments from time to time as the Boards determine in their sole discretion in accordance with California Government Code Section 31522.2 and Sections 6.127.020 and 6.127.030 and other provisions of the Los Angeles County Code, as applicable to the CEO position.

7. BENEFITS. Subject to Paragraph 8, \_\_\_\_ shall receive the benefits listed in Exhibit B effective June 1, 2025. Benefits may be adjusted by the Boards in their discretion consistent with the Los Angeles County Code.

8. BOARD APPROVAL. This Agreement, including but not limited to the salary and benefits as provided in Paragraphs 6 and 7, is subject to approval of the Boards at a duly noticed and agendized public meeting and, notwithstanding any other provision of this Agreement, is not effective in any respect until such approval is given. This Agreement is subject to public disclosure to the extent required by the California Public Records Act, Cal. Gov't Code §§ 7920.000 et seq.

9. CONFLICTS AND COMPLIANCE. \_\_\_\_ shall be required to file a Form 700 Statement of Economic Interests within 30 days of the execution of this Agreement, and within 30 days of leaving the Interim CEO position, to comply with California law regarding disclosure of potential conflicts of interest, and at other times as required by LACERA and applicable law. \_\_\_\_ shall abide by LACERA's Mission, Vision, and Values, its Code of Ethical Conduct and Conflict of Interest Codes, all other LACERA policies and procedures, and all applicable laws and regulations relating to LACERA's business and operations, including but not limited to LACERA policies and procedures, laws, and regulations regarding ethics and avoidance of conflicts of interest.

10. CONFIDENTIALITY AND PRIVACY. During employment with LACERA, \_\_\_\_ will have access to confidential and private LACERA member and other information. Without limiting the generality of Paragraph 9, during and after employment, \_\_\_\_ shall abide by all applicable laws and regulations and LACERA policies and procedures concerning the confidentiality and privacy of member information and other LACERA information.

11. SEPARATION.

- a. Resignation. \_\_\_\_ may resign at any time and agrees to give the Boards at least 60 days advance written notice of the effective date of the resignation, unless the Parties otherwise agree in writing.
- b. Termination and Removal. \_\_\_\_ is an at-will employee serving at the pleasure of the Boards. The Boards may remove \_\_\_\_ at any time, with or without cause, by a majority vote of the members of each Board. Notice of termination shall be provided to \_\_\_\_ in writing. No period of notice is required, and notice

may be effective immediately upon delivery or at a later date, in the Boards' sole discretion. \_\_\_\_\_ [\_\_\_\_\_'s Initials]

- c. Transition. Given the at-will nature of the Interim CEO position, an important element of this Agreement pertains to separation. It is in both LACERA's interest and that of \_\_\_\_\_ that any separation of \_\_\_\_\_ is done in a cooperative and businesslike manner. \_\_\_\_\_ shall reasonably cooperate in a transition period, including but not limited to delaying the effective date of separation, training and sharing knowledge with his successor, and leaving electronic and physical files in good condition and readily accessible after separation. Upon or after separation, \_\_\_\_\_ shall not, without LACERA's written consent, retain any LACERA property or the original or any copy of LACERA documents or information in any form or media. All such property or information will returned to LACERA within five (5) days of the effective date of separation.
- d. Termination for Cause. \_\_\_\_\_'s employment as Interim CEO may be terminated immediately by LACERA upon the Boards' determination that \_\_\_\_\_ has engaged in any of the following: (i) fraud, misrepresentation or misconduct; (ii) breach of this Agreement, and/or the policies or procedures of LACERA; (iii) breach of fiduciary duties owed to LACERA; (iv) any conduct which constitutes negligence or recklessness that is materially injurious to LACERA, the Boards, or LACERA members; (v) disloyalty, including, without limitation, fraud, embezzlement, theft or dishonesty; (vi) the misuse or disclosure of confidential information to persons not entitled to receive such information; and (vii) failure to follow a lawful direction from either of the Boards. Cause shall also include the occurrence of \_\_\_\_\_'s conviction of or plea of nolo contendere (i.e., no contest) to: (viii) any felony or a misdemeanor that has been found to involve moral turpitude by any published California appellate decision; or (ix) a misdemeanor violation of the California Political Reform Act (Cal. Gov't Code §§ 87100 et seq.). The effect of the cause existing for the Boards' determination of this Agreement may or may not have an effect on \_\_\_\_\_'s continuing ability to \_\_\_\_\_.
- e. Nondisparagement. Upon separation for any reason, with or without cause, \_\_\_\_\_ shall not make any statement, orally, in writing, or through any other media, that is reasonably likely to disparage LACERA, the Boards, LACERA's trustees and staff, or the operations of LACERA and the Boards, or to degrade their reputation with any person or entity.

12. INTEGRATION. This Agreement and the attachments to it state all terms of the parties' agreement and is the exclusive statement of the parties' understanding. In the event of any inconsistencies between the terms of this Agreement and the terms of any provision of the County Code, the terms of this Agreement shall control to the maximum extent allowed by law.

13. CONTROLLING LAW; DISPUTES. This Agreement and all claims arising from or related to this Agreement or \_\_\_\_\_'s employment as LACERA's Interim CEO shall be

subject to the laws of the State of California, without regard to its choice of law provisions. All disputes arising from or related to this Agreement or \_\_\_\_'s employment with LACERA that must be subject to resolution in court notwithstanding Paragraph 14 shall be resolved exclusively in California state or federal courts sitting in the County of Los Angeles. The parties agree to the exclusive personal and subject matter jurisdiction of such courts for all disputes. \_\_\_\_\_ [\_\_\_\_'s Initials]

14. MANDATORY MEDIATION AND ARBITRATION. To the maximum extent permitted under applicable law, all claims arising from or related to this Agreement and the attachments to it, and \_\_\_\_'s employment, compensation, or separation as LACERA's Interim CEO, including acts or omissions of the Boards or LACERA's staff or representatives, any and all such claims or disputes between them shall be subject to mandatory pre-filing mediation in the County of Los Angeles before a mutually agreed upon mediator, who absent any other agreement of the parties, shall be a retired California state or federal judicial officer; the costs of the mediation shall be paid by LACERA. If following mediation, the claims of either party are not successfully resolved, any and all such claims and disputes between them, except claims that as a matter of law cannot be subject to arbitration, shall be subject to mandatory binding arbitration in the County of Los Angeles before a single mutually agreed upon arbitrator, who absent any other agreement of both parties, shall be a retired California state or federal judicial officer associated with the Los Angeles region of the Judicial Arbitration and Mediation Service (JAMS) and administered through JAMS pursuant to its Employment Arbitration Rules & Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness. The costs of the arbitrator and arbitration service shall be paid by LACERA. The arbitrator's award may be entered in any court having jurisdiction. \_\_\_\_\_ [Initials of All Parties]

15. SEVERABILITY. If any provision of this Agreement is declared unenforceable or invalid, such provision shall be deemed severed from the Agreement, and the remainder of this Agreement shall remain valid and enforceable and in no way impaired or invalidated, in order to carry out the parties' intent herein the fullest extent possible.

16. WAIVER. Both parties shall be deemed to have participated equally in the drafting of this Agreement, and this Agreement shall be interpreted without regard to California Civil Code Section 1654, which is waived by the parties.

17. ASSIGNMENT. This Agreement and all rights hereunder are personal to \_\_\_\_ and may not be assigned or transferred by \_\_\_\_ at any time.

18. NOTICE. Any notice required under this Agreement shall be effective immediately upon personal delivery, 24 hours after the date of transmission via email, 48 hours after deposited for overnight delivery service, or 72 hours after deposited by delivery by U.S. First Class mail. The following information shall be used for delivery of notice to the parties, subject to change in writing:

LACERA:

Steven P. Rice  
Chief Counsel  
Los Angeles County Employees Retirement Association  
300 N. Lake Ave, Suite 630  
Pasadena, CA 91101  
srice@lacera.com  
(626) 564-6000, Extension 4340

\_\_\_\_:

\_\_\_\_\_

19. ACKNOWLEDGMENT. The parties acknowledge and agree that they have had the opportunity to consult with an attorney of their own choice in the drafting of this Agreement, and sign it without questions or reservations and with full understanding of its terms. \_\_\_\_\_ [\_\_\_\_\_'s Initials]

20. SURVIVAL. The parties agree that Paragraphs 9, 10, 11(c), 11(e), 12, 13, 14, 15, 16, 17, 18, and 19 shall survive termination of this Agreement to the fullest extent possible in fact and by law.

IN WITNESS WHEREOF, LACERA's Boards of Retirement and Investments each have authorized and caused this Agreement to be signed by the Chair of each Board, and \_\_\_\_\_ has signed this Agreement as of the Effective Date.

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

By: \_\_\_\_\_  
Chair of the Board of Retirement

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of the Board of Investments

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A  
To  
EMPLOYMENT AGREEMENT  
INTERIM CHIEF EXECUTIVE OFFICER, LACERA**

**Position Information:**

The one position allocable to this class is appointed by LACERA's Board of Retirement and Board of Investments to act as retirement administrator, pursuant to Government Code Section 31522.2. The incumbent of this position is the executive and administrative head of the Retirement Association and has full responsibility for planning, organizing and directing the operations of LACERA, except that the Board of Investments may delegate specific investment authority and responsibility to others. In this role, the incumbent manages the system within the framework established by the State Constitution and State laws, and in compliance with the policies, rules, and regulations adopted by the Board of Retirement and, when applicable, the Board of Investments.

As the advisor to the Boards of Retirement and Investments, the incumbent makes recommendations on all matters pertaining to LACERA; assures Board orders and requests are implemented, cooperates with and acts as liaison between the Boards, the staff, member organizations, employers, government departments and agencies, the Legislature, and the public; and directs the administrative support and secretarial services to the Boards.

As the Chief Executive Officer, the incumbent is responsible for providing the direction for the Retirement Association, including but not limited to: establishing and accomplishing goals; ensuring accurate service to LACERA members; ensuring the best caliber staff are employed to manage LACERA's investments and programs; directing the preparation of the Retirement Association's budget; ensuring the integrity of the Association's and County's policies and practices; and ensuring the accounting, financial and actuarial programs are sound.

**Examples of Essential Job Functions:**

Administers a comprehensive program of retirement, disability, survivor, and health benefits for retired members.

Plan, prepare for, attend, and participate in Board meetings, offsites, strategic planning sessions, and such other meetings, conferences, and communications with trustees, staff, vendors, and other parties as required.

Directs all activities relating to benefits, investments, accounting, auditing, administrative services, legal services, information systems and services, and human resources.

Directs the development of and presents recommendations concerning organizational priorities and operations objectives for the consideration and approval of LACERA's governing Boards of Retirement and Investments.



Serves as liaison between LACERA staff and LACERA's governing boards by coordinating the implementation of Board policies.

Directs the development and implementation of LACERA's annual budget, obtaining Board approval, and enforcing appropriate expenditure control.

Directs the monitoring compliance activities of the Retirement Association with respect to applicable federal, state, and County laws and regulations.

Directs the analysis of and development of responses to proposed legislation; formulates strategies to achieve LACERA's legislative goals; and addresses legislative committees and other groups on subjects relating to retirement laws, operations of the system and its programs, and positions taken by the Boards on proposed laws and other issues.

Directs the negotiation of contracts for actuarial services, independent auditing services, consultant services, professional services, or other services that may be necessary for the administration of the system.

Directs the development of the annual financial report covering operations and expenditures of the system for the preceding fiscal year.

Establishes and directs the maintenance of an adequate system of records and accounts following recognized accounting principles and controls.

Oversees and directs the efforts of LACERA's external consultants including actuaries, auditors, attorneys, lobbyists, and investment advisors.

Serves as a corporate officer of LACERA's real estate holding companies.

Represents LACERA in interactions with the Los Angeles County Board of Supervisors, Los Angeles County's Chief Executive Officer, regulatory agencies, other participating employers in LACERA, members of LACERA, the media, and the general public.

**EXHIBIT B**  
**To**  
**EMPLOYMENT AGREEMENT**  
**INTERIM CHIEF EXECUTIVE OFFICER, LACERA**

**[TO BE DISCUSSED ONLY IN OPEN SESSION]**

**PROVIDED BENEFITS:**

**MegaFlex Benefit Plan** - Benefits may be purchased using a monthly benefits allowance of 19% of the employee's monthly salary. If the monthly cost of the benefits selected is less than the monthly allowance, the employee receives the difference as additional taxable wages.

Purchasable monthly benefits include Elective Leave, Medical, Dental, Disability, Life and Accidental Death & Dismemberment (AD&D) Insurance, Optional Group Variable Universal Life Insurance, Health & Dependent Care Spending Account, and Dependent Care Spending Accounts.

**LACERA Defined Benefit Retirement Plan** - Pays a specified monthly lifetime benefit at retirement based on years of service, final average compensation (within any cap on the pensionable portion), age at retirement, and other factors, subject to applicable law, including vesting and eligibility requirements. Contributions into this plan are made by both the employee and employer.

**Savings Plan (401k)** - Optional tax-deferred income plan. Provides a LACERA match of up to 4% of the employee's salary subject to IRS limits.

**Deferred Compensation Plan (457)** - Optional tax-deferred income plan. Provides a LACERA match of up to 4% of the employee's salary subject to IRS limits.

**Flexible Spending Accounts** - Employees may contribute up to \$266 per month tax-free to a Health Care Spending Account and up to \$400 per month tax-free to a Dependent Care Spending Account. Employees may be eligible for up to \$100 per month contribution paid by LACERA to a Dependent Care Spending Account.

**Holidays** - 13 days per year.

**Leave** – Accrue eighty (80) hours of Non-Elective Leave (NL) each calendar year with the ability to purchase up to twenty (20) Elective Leave (EL) days per calendar year to be used for vacation and sick leave.

**Tuition Reimbursement** - Subject to tuition program limitation.

**Company Vehicle** - An assigned LACERA vehicle is provided, for which LACERA will pay for fuel, maintenance, and insurance. Under State and Federal tax regulations, employees are taxed on the value of this benefit. Alternatively, \_\_\_\_ may elect to receive a \$600 monthly vehicle allowance.

**Technology** - Use of a LACERA cellular phone, laptop, and home workstation with internet.

This information is intended to provide a general summary of benefits available. LACERA does not contribute into Social Security. Benefits may be taxable beyond those expressly stated as such.

DRAFT