

AGREEMENT NO.

**AT-WILL EMPLOYMENT AGREEMENT  
CANYON COUNTY CHIEF OPERATING OFFICER FY 2024**

**THIS AGREEMENT** is made and entered into this 29 day of Sept., 2023, by and between Canyon County, a duly formed and existing county pursuant to the laws and constitution of the state of Idaho ("County"), and Greg A. Rast ("Employee"), an individual.

**WHEREAS**, County wishes to employ Employee as Canyon County Chief Operating Officer; and

**WHEREAS**, Employee wishes to accept appointment to the position of Canyon County Chief Operating Officer subject to the terms, conditions and provisions of this Agreement; and

**WHEREAS**, County and Employee believe that an employment agreement negotiated between the County and the Employee can be mutually beneficial to the County, Employee, and the residents they serve; and

**NOW, THEREFORE**, the County and Employee, for and in consideration of the terms, conditions and provisions herein established have agreed, and do hereby agree as follows:

**I. Term**

1.1 Term. The term of this agreement shall be for fiscal year 2024 beginning on the date this agreement is fully signed, and ending on September 30, 2024, provided however, that the term of the Agreement shall be subject to earlier termination as provided herein.

1.2 Renewal. The County may, with the consent and approval of Employee, renew this Agreement for additional one (1) year terms.

**II. Duties**

2.1 Chief Operating Officer. The duties and responsibilities of the Chief Operating Officer shall be as set forth in the Job Description attached hereto as Exhibit A. Further, Employee shall comply with state and federal law, County ordinances and all County policies, rules and regulations as they may now exist or may hereinafter be amended. All duties assigned to the Chief Operating Officer shall be appropriate and consistent with the professional role and responsibility of the Chief Operating Officer position.

2.2 Work Plan. Employee's day to day activities will be guided by a work plan provided in the course of regular formal or informal meetings between the Board of Canyon County Commissioners and Employee. All directives and assignments added to Employee's work plan shall require the consent of two (2) County Commissioners.

### **III. Resignation and Termination**

3.1 Employee may resign at any time with or without cause and agrees to give County at least thirty (30) days advance written notice of the effective date of his resignation unless the parties mutually agree otherwise.

3.2 County may terminate Employee at any time.

3.3 County may elect not to renew this Agreement for another Term, in which case County shall provide Employee with thirty (30) day advance written notice of the intent not to renew the Agreement.

3.4 The parties recognize and affirm that Employee is an "at-will" employee whose employment may be terminated by the County without cause. All the terms and conditions of employment governing the parties are contained in this Agreement and the Canyon County Employee Handbook (Personnel Manual).

### **IV. Salary**

4.1 Effective October 2, 2023, County agrees to pay Employee an annual base salary of \$148,826.10 thereafter for his services. All payments to Employee shall be payable in installments at the same time and in the same manner as other employees of the County are paid and subject to the usual and customary withholding.

## **V. Supplemental Benefits**

5.1 The County shall pay on behalf of employee required retirement contributions to PERSI.

5.2 Employee shall be entitled to health, vision and dental insurance benefits afforded other County employees.

5.3 Employee shall be entitled to the usual and customary benefits enjoyed by County employees.

5.4 Employee shall receive vacation and sick leave at accrual rates consistent with County policy for his years of service.

5.5 County shall pay Employee's local continuing education seminars for the purpose of professional development, when the event has been pre-approved by a board majority. County also agrees to pay for travel, per-diem expenses and attendance at one out-of-town continuing education seminar annually, which is related to the duties and responsibilities of the Chief Operating Officer as agreed to by the parties.

5.6 Commissioners agree to provide Employee with regular feedback on performance and work-related issues.

5.7 County agrees to provide Employee with a GPS tracked vehicle, required insurance, maintenance and fuel for the vehicle to be used to travel to and from work assignments. Vehicle is assigned to the Office of the Board of County Commissioners.

5.8 Unless otherwise specified herein, all benefits provisions adopted by the County as they apply to County employees shall apply to Employee as well.

## **VI. Severance**

6.1 Employee serves at the pleasure of the Board of Canyon County Commissioners, and his employment may be terminated by County at any time. Termination of Employee's employment shall not require any showing of cause or justification, nor shall Employee be entitled to any internal administrative appeal process should his employment be terminated by the County.

6.2 In the event of Employee's involuntary termination for any reason other than his resignation, death, disability, breach of this Agreement or conviction of any felony or any criminal offense involving moral turpitude, Employee shall be paid severance pay as provided in paragraph 6.6.

6.3 In the event County does not intend to renew the Agreement at the end of the term, resulting in termination of Employee's employment upon expiration of the Agreement, County shall pay Employee severance pay as provided in paragraph 6.6.

6.4 In accordance with County policy, Employee shall be entitled to receive all compensation earned for actual work performed and accrued vacation time as of the date of termination.

6.5 If Employee accepts severance pay as provided in paragraph 6.6, Employee hereby waives any claims or causes of action against County, its employees, agents, officers, Board of County Commissioners arising out of his employment with the County, or the termination thereof.

6.6 In payment of severance, County agrees to pay Employee a cash payment equal to nine (9) months of salary. Said cash payment may be paid, at the election of the Employee, in 1) lump sum payable (60) days after termination; or 2) in two (2) equal monthly installments. The

payment will be processed in accordance with regular payroll timelines and processes to include all required and appropriate taxes, withholdings and any other usual additions or deductions. In addition to severance, County agrees to provide Employee with payment of a monetary amount sufficient to purchase nine (9) months of COBRA coverage for himself and covered dependents. Payment of sum for COBRA premium will be made to Employee within thirty (30) days of separating employment from County. All payments related to this section will release County from further obligations under the Agreement.

6.7 In the event Employee accepts another position within the County or any outside PERSI contributing organization within forty-five (45) days of termination from this position, County is not obligated to pay Employee severance as provided in paragraph 6.6.

## **VII. Notices**

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

To County: Canyon County Human Resources  
111 N 11<sup>th</sup> Ave., Suite #140  
Caldwell, Idaho 83605

To Employee: Greg Rast  
1115 Albany  
Caldwell, ID 83605

## **VIII. Entire Agreement**

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral and written understandings and agreements, and, except as prescribed herein, this Agreement cannot be modified except by mutual agreement signed by the parties.

**IX. No Assignment and No Third-Party Beneficiaries**

This Agreement is not assignable by either County or Employee. Nothing in this Agreement shall be construed to create and parties do not intend to create any rights in third parties.

**X. Severability, Applicable Law and Interpretation**

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parties found to be void are wholly inseparable from the remaining portion of this Agreement. Any dispute concerning this Agreement shall be governed by the laws of the State of Idaho. This Agreement shall be construed under the laws of the State of Idaho in effect at the time of the signing of this Agreement. The parties agree to the jurisdiction of the Third Judicial District Court in Canyon County, Idaho.

**XI. Indemnification**

In accordance with and subject to the Idaho Tort Claims Act, County shall defend and indemnify Employee as it would any other County employee.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement to be effective as herein provided.

DATED this 29 day of Sept., 2023.

**Board of Canyon County Commissioners**

By: \_\_\_\_\_

District 1 Commissioner

By: \_\_\_\_\_

District 2 Commissioner

By: \_\_\_\_\_

District 3 Commissioner

ATTEST:

Chris Yamamoto

Chris Yamamoto, Canyon County Clerk

M. P. Leves Dep.

DATED this 29 day of Sept., 2023.

Greg Rost  
Employee

## EXHIBIT A



# Chief Operating Officer

**Department:** Board of County Commissioners

**FLSA Status:** Exempt

### General Statement of Duties

The Chief Operating Officer will report directly to the Board of County Commissioners. This highly motivated Executive Team member with an understanding of local, state and national government, will be instrumental in the development of County policy and procedures to positively promote the organization. This team member will have direct oversight of Board Department Administrators, affiliated budgets, assist with project prioritization workflow and organizational leadership to embrace the adopted motto of TRUST (Trust Respect, Unify, Service Teamwork). This position will function within the County and in conjunction with city and state leadership with a high level of professionalism based on substantial knowledge of the principles and practices of public administration, public policy and public relations.

### Essential Duties and Responsibilities

- Oversees, organizes, and improves County operations;
- Stays up to date on relevant issues and informs the Board on a variety of topics and assists in the development of County policies, procedures, and practices;
- Ensures the requirements of state law, county ordinances and the policies of the Board are carried out;
- Coordinates Board initiatives and works directly with Constituent Services to create ethical, open, and transparent government;
- Represents Canyon County at meetings with other governmental units, agencies, commissions and associations as directed;
- Develops and maintains strong cooperative working relationships with department heads, elected officials, outside affiliates, and staff to ensure and that County goals and objectives are met;
- Supports department administrators on day-to-day issues including but not limited to: staffing concerns, special projects, and urgent matters to assist in problem solving where the evaluation of more than one option may be advantageous. Engages key stakeholders in discussion with a goal negotiating to ensure best practices and outcomes are achieved;
- Assists the Board with the development of short and long-term goals, measured objectives, and project-specific mission statements. Able to provide a phased approach to complicated problem solving which may involve multiple stakeholders over several years of planning;



- Assists Department Administrators with the submission of annual budgets, provides County budget oversight, budget analysis and monitors budget performance with regular feedback to the Board;
- Reviews policies and procedures in conjunction with Department Administrators and elected officials and informs the Board of proposals to maximize operating efficiency;
- Informs the Board regarding department leadership and professional development opportunities in coordination with Human Resources;
- Supports the Board in annual professional development plans for department administrators through mentorship, performance evaluations and opportunities;
- Partners with Human Resources to oversee the recruitment and hiring of Department Administrators and Assistant Directors; assists with succession planning, identifies and develops key roles within each department under the Board;
- Assures the implementation of Board directed initiatives and programs and evaluates the effectiveness of such programs;
- Works with the Prosecuting Attorney's Office to ensure that workflow is properly prioritized and that time-sensitive deadlines are met. Provides input to the Board on sensitive issues including but not limited to personnel, settlements, and contract negotiations when legal counsel is requested;
- Performs related functions as required and assigned by the Board;
- Functions as a point of contact with County Insurance Brokers and Carriers relating to casualty and professional liability policies.

**Knowledge of:**

- Idaho Code Title 31, roles and responsibilities of a County Commissioner, laws, ordinances, and regulations relating to County government;
- Effective principles of management, employee supervision, project management and planning;
- Effective employee supervision and motivation;
- Budget and financial systems and planning;
- Computer equipment, mobile devices, various Microsoft Office and software products;

**Ability to:**

- Establish and maintain effective working relationships with a diverse population including coworkers, department administrators, elected officials and the public;
- Interpret policies and procedures and explain complex information to others;
- Communicate effectively verbally and in writing and exercise tact and discretion;
- Mediate disputes, deescalate issues, negotiate best outcomes and affect change;
- Maintain confidentiality of sensitive employee issues and records;
- Multi-task and maintain a calm, professional demeanor in a high-stress, fast-paced work environment;
- Conduct research, prepare reports, performance analysis and produce accurate and timely information;
- Effectively lead and manage others;

**Experience and Education**

- Bachelor's Degree in public administration, political science, business administration or related field required; or
- Master's degree in public administration, political science, business administration or related field preferred;

- Minimum of ten (10) years' direct work experience in government or with governmental agencies preferred; and
- Minimum of (10) years managing staff and understanding FLSA, FLMA, ADA accommodation and overall strategy of providing a healthy and safe work environment.
- Experience in demonstrating strong verbal and written communication skills in a leadership role, including the ability to effectively convey information through presentations to individuals, small groups, and large audiences, including elected officials; and
- Experience in working effectively with minimal supervision, under pressure, within time constraints and using good public relations skills with elected officials, staff and the public is required; and

### **Special Qualifications**

- Must successfully complete a background check or be eligible for a waiver through the National Crime Information Center (NCIC);
- May be required to attend evening meetings and work beyond normal business hours as needed;
- Must possess and maintain a valid driver's license.

### **Essential Physical Abilities**

- Work is performed primarily in an office environment and the employee in this class is subject to inside environmental conditions;
- Requires sitting at a desk for long periods of time, up to 8 hours;
- Requires sufficient personal mobility and physical reflexes, to permit the employee to function in a general office environment and accomplish tasks.

### **DISCLAIMER:**

To perform this job successfully, an individual must be able to perform the primary job responsibilities with or without reasonable accommodation. The above statements are intended to describe the general nature and level of work being assigned to this job. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of individuals in the job. This job description is not an employment agreement and/or an expressed or implied employment contract. The Board of County Commissioners has the exclusive right to alter this job description at any time without notice.

Canyon County is an Equal Opportunity Employer. Employment decisions related to recruitment and selection are made without regard to race, color, religion, sex, national origin, age, disability or genetics.

### **EOE Statement**

Canyon County is an Equal Opportunity Employer. Employment decisions related to recruitment and selection are made without regard to race, color, religion, sex, national origin, age, disability or genetics.

**Fiscal Year 2023 – COO Led Completed Projects or Major Efforts  
(December 26, 2022 – September 30, 2023)**

- Released new Commissioners' Agenda Public Application
  - Commissioner Voting Records
  - Search Function
  - Commissioner Attendance Records
  - Reporting Function
  - Paperless Effort – Added Electronic Agenda outside of the Commissioners' Office for an up-to-date schedule.
- Adopted a 5-Core TRUST Acronym (Created a Postcard and sent to public Agencies and Representatives)
  - Transparency
  - Respect
  - Unify
  - Service
  - Teamwork
- Updated Resolution for meeting minutes to include audio recordings to put on the Commissioners' agenda.
- Released a new Open Government portion of the Canyon County Public Website
  - Constituent Services Director will expand those services in 2023 / 2024
- Released a new 2C Communications portion of the Canyon County Public Website to market projects, budget, and community events.
  - Constituent Services Director will expand those services in 2023 / 2024
- Changed historical Budget processes and scheduling practices and achieved a high level of direct engagement with all offices and departments within the County.
  - Consolidation and centralization of Fleet Expenses
    - Auto/Truck Purchases and Upfitting Equipment
    - Fuel Expenses
    - Mileage Reimbursements
  - Consolidation of Facilities Expenses
    - Remodels
    - Building or Structure Related Projects and Improvements
    - Building Materials
  - Established a long-needed Clinician Position in Juvenile Probation Department
  - Budget Stabilization from FY2023 to FY2024 for total approved budget.
  - Focus on Law Enforcement and Elections Security
- Define Priorities of the use of ARPA funds and moving Projects and Efforts forward:
  - Sheriff's Administration Building (Jail Phase I – Project)
  - Animal Shelter Roof
  - New County Warehouse Building
  - New County Elections Building
  - (6) Replacement Ambulance Units
- In Progress – New Canyon County / Caldwell Zoning District Progress with City Development Services.

- Renamed the "Public Information Department" to "Constituent Services Department" with the Director and department reporting directly to the Board of County Commissioners. Expanded services and the department encompass more than County Communications.
  - Developed Job Title and Job Description for a Constituent Services Director
    - Hired Qualified Candidate
  - Future plans include:
    - The addition of Communications Specialist in the Department
    - The addition of a Budget & Policy Analyst to the Department
  - Established a dedicated Public Information Officer position within the Sheriff's Office without increasing salary costs.
- Updated the Employee Handbook which had not been updated since 2014
  - Updated Twice (January / September 2023)
  - Revised policy on Leave Accrual Maximums for Vacation
    - Removed Vacation / Sick Conversions resulting in a significant savings to the County in reduction of man hours to process requests.
- May, 2023 - Updated and Adopted the Vehicle Use Policy and User Agreement from 2013. Finalized after an off-and-on 5-year effort.
- Created a double check procedure in the payroll process between the BOCC Human Resources Department and the Clerk's Auditing Department.
  - Greater focus on Salary and Benefits reflective of current market conditions
  - Splitting out Salary Base Pay and Specialty Pay
  - Updated Employee Status Change Form and Approval Process.
  - Calculations changing from 4 decimal points to 2 for calculations
  - Gained Board approval for a standardized process and documentation for changes and related to salary adjustments
- Established a MOU between Information Technology and the Sheriff's Office in a collaborative effort to support 911 Emergency Management Systems.
- Hired a new qualified Chief Information Officer - September 25, 2023.
  - Functioned as Information Technology Interim CIO and continued to provide strategy and direction; established FY2024 Budget; maintained staffing during 9-month transition/hiring period.
- Established a healthy relationship between Canyon County / Hartwell / Insurance Carriers. Established a working group involved in changing the culture and safety environment for our work environment(s).
  - Informal Committee Members
    - Board – Chief Operating Officer Greg Rast
    - Legal – Chief Civil Deputy Carlton Ericson
    - Auto – Fleet Director Mark Tolman
    - Human Resources – Director Kate Rice
    - Facilities – Director Rick Britton
    - Finance – Clerk Chief Deputy Zach Wagoner
  - Established a new Risk & Safety Manager in Human Resources for Fiscal Year 2024.
  - Finalized FY2024 insurance applications and documentation

- During 2023 County reduced professional claims, lowered professional liability losses and is now in good standing with the insurance broker and carriers.
- Engaged in the Consolidation of the Statewide Public Defense and network build out under the State of Idaho Governor's Office and Information Technology Services (ITS).
- Day-to-Day assistance with Department Administrators, as needed.
- County Fee Restructure:
  - Established a market-driven Event Fee Structure for the Canyon County Fair and the Fair Expo Center. This will result in lowering the property tax request to fund the fair and fair operations.
  - Established new Motor Vehicle Administrative Fees to cover operating costs.
  - Updated Fees on Gopher and Noxious Weed Services to cover actual costs for service.
  - Incorporated Weed & Pest into the County Facilities Department in order to maximize efficiencies, realize cost savings, enhance cross-training of employees, maximize man hours during the off-season. Completed organizational restructure to reflect best leadership practices.
  - Hired a new Weed Superintendent to oversee the Weed and Pest division.
- Established an employee compensation rubric with Grades and Level Ranges thereby grouping like functions together and minimizing salary variations for like positions. Positions are now classified into new Grades and Level Ranges:
  - Grades 11 – 19
  - Level Ranges 01-12
    - Brought Three (3) Directors into Market Value
      - Fairgrounds Director
      - Parks Director
      - Facilities Director
- Land Procurement for Landfill/Solid Waste for future expansion and long-term County revenue sources and sustainability.
  - Land acquisition in 2023 added 75 years of expansion to the current Landfill/solid waste system.
- Actively evaluating transfer station solutions to benefit all County citizens.
- Established new Solid Waste Advisory Committee (SWAC) and membership.
- Created (4) Public Record Request Workflows throughout the County with legal involvement and approval. Adding to an upcoming policy handbook.
- More Community Involvement and Participation efforts in:
  - Comprehensive Plan
  - Ordinance Updates
  - Fire Districts
  - Roadways
  - Development Services Applications and Planning Process

- Review of Goals, Policies and Actions (GPA)
  - Canyon County Cities – Areas of Impact
- Parks & Recreation – Established and supported efforts of the Gun Range Advisory Committee for the George Nourse Gun Range.
  - Focus on safety and expanding complex for shooter experiences.
  - Establish multi-year approach on improvements.
- Engaged in realigning Board of Community Guardians and supporting the effort.
  - Reappointed members
  - Created County employees as BOCG Coordinators and Financial Responsibilities



Chief Operating Officer  
Canyon County | Board of County Commissioners  
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