

COUNTY OF MENDOCINO AMENDED EMPLOYMENT AGREEMENT

This Amended Agreement is entered into this 17th day of MAY 2011, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CARMEL ANGELO, an individual, hereinafter referred to as "EMPLOYEE".

The parties to this Agreement jointly agree to the following terms and conditions of employment of EMPLOYEE in the position of Mendocino County Chief Executive Officer:

1. **DUTIES AND RESPONSIBILITIES:**

EMPLOYEE is retained to serve as the Chief Executive Officer of Mendocino County to carry out the duties and responsibilities set forth by Mendocino County Code Chapter 2.28, section 2.28.050 and as otherwise directed by the Mendocino County Board of Supervisors, which is attached and incorporated herein as Exhibit A.

2. **TERM OF AGREEMENT:**

The term of this Agreement shall be from the date of this amendment through March 9, 2015.

3. **COMPENSATION:**

COUNTY, in consideration of the covenants, conditions, agreements, and stipulations agreed to by EMPLOYEE as set forth herein, hereby agrees to provide the following compensation and benefits to EMPLOYEE during the term of this Agreement.

A. **Salary:**

COUNTY shall pay EMPLOYEE an annual salary of One Hundred Fifty Thousand Dollars (\$150,000.00), payable on a bi-weekly basis. EMPLOYEE will be enrolled in the Mendocino County Retirement 37 Act Plan in accordance with plan requirements.

In addition to the base salary paid by the COUNTY to EMPLOYEE, COUNTY agrees to match payments by EMPLOYEE up to an amount equal to 4% of EMPLOYEE'S base salary into the designated 457 plan on the EMPLOYEE'S behalf, in equal proportionate amounts each pay period.

COUNTY shall pay for EMPLOYEE'S professional dues for membership in ICMA, and CAOAC. COUNTY will pay for related conference travel for activities associated with such membership as approved in the annual budget process.

COUNTY will also provide EMPLOYEE with a car allowance in the amount of \$400 per month less appropriate IRS deductions as required by the Auditor for County-related travel. In addition, EMPLOYEE shall receive compensation for mileage at a rate to be determined by the Auditor's office for travel outside of the County of Mendocino, and in accordance with the County Travel Policy.

B. Vacation, Sick Leave, Holidays, Personal Leave:

a) Vacation. Upon appointment, EMPLOYEE shall accrue vacation at the maximum rate authorized for an appointed exempt employee. EMPLOYEE shall be authorized to accrue a maximum of four hundred and forty (440) hours of vacation.

b) Sick Leave. Upon appointment, EMPLOYEE shall accrue sick leave at the maximum rate authorized for an appointed exempt employee.

c) Holiday. EMPLOYEE is entitled to paid holidays as set forth in Mendocino County Code section 3.04.190.

Upon separation from County employment, EMPLOYEE shall be paid for all accrued vacation time and sick leave in accordance with County policy.

C. Health, Disability and Life Insurance Benefits:

COUNTY agrees to provide and pay 75% of the premiums for health, vision, dental and comprehensive medical insurance for the EMPLOYEE equal to that which is provided to all other department heads.

COUNTY shall pay for \$50,000 life insurance and \$5,000 accidental death and dismemberment insurance.

4. EMPLOYEE PERFORMANCE EVALUATION:

COUNTY, through the Board of Supervisors, shall review and evaluate EMPLOYEE'S performance three months from appointment and thereafter on a quarterly basis, unless the Board of Supervisors determines a more frequent performance review is necessary.

5. **TERMINATION:**

EMPLOYEE can be removed from office pursuant to the terms set forth in Mendocino County Code section 2.28.060. EMPLOYEE can terminate this Agreement with ninety (90) days notice.

6. **WAIVERS OR MODIFICATION:**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless said waiver, alteration, or modification is in writing and signed by a duly authorized representative of COUNTY and EMPLOYEE.

7. **INTEREST OF CONTRACT EMPLOYEE:**

EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she shall not in the future acquire any such interest. EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code section 1090, and provisions of the Political Reform Act found in Government Code section 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

8. **INDEMNIFICATION:**

For purposes of indemnification and defense of legal actions, EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

9. **SEVERABILITY:**

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

10. **GOVERNING LAW:**

The laws of the State of California shall govern this Agreement.

11. **TIME:**

Time is of the essence.

12. **NOTICES:**

All notices that are required to be given by one party to the other under the Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice in writing, to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this Agreement first above written.

EMPLOYEE:

DATE: _____

CARMEL ANGELO

COUNTY OF MENDOCINO:

DATE: _____

CHAIR, Board of Supervisors

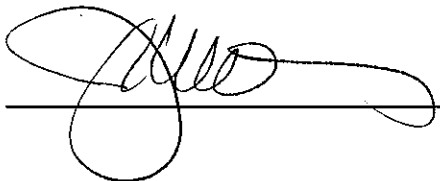
ATTEST:

PAULINE RANTALA
Deputy Clerk of the Board

By _____

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By  _____