

COUNTY OF MENDOCINO

CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

This Agreement Amendment is entered into this 2nd day of Oct, 2018, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CARMEL J. ANGELO, an individual, hereinafter referred to as "EMPLOYEE", and amends BOS Agreement Nos. 10-015, 11-044 and 14-103.

Pursuant to Mendocino County Resolution No. 10-006 and Mendocino County Municipal Code Section 3.16.100(C), COUNTY appoints EMPLOYEE and EMPLOYEE accepts appointment by the County Board of Supervisors as Chief Executive Officer upon the following terms and conditions:

1. DUTIES AND RESPONSIBILITIES:

The purpose of this AGREEMENT is to retain EMPLOYEE to be the County Chief Executive Officer to perform duties and responsibilities set forth by Mendocino County Municipal Code Section 2.28 and as otherwise directed by the Mendocino County Board of Supervisors. Which is attached and incorporated herein as Exhibit A.

In performance of duties EMPLOYEE will devote time, ability, and attention equivalent to the professional effort necessary to fulfill EMPLOYEE's duties. EMPLOYEE's duties will require flexibility in work hours and location of work. EMPLOYEE shall maintain regular telephonic and e-mail hours. EMPLOYEE also will endeavor to be in Mendocino County for Board of Supervisor's meetings or other derivative Board meetings or necessary meetings prescheduled for the County Chief Executive Officer.

EMPLOYEE shall perform the duties required hereunder in accordance with all local, state, and federal laws applicable to County operations.

2. TERM OF AGREEMENT:

The term of this Agreement shall be for a period of four (4) years commencing on October 7, 2018, and shall continue in full force and effect through October 6, 2022.

3. AT-WILL APPOINTMENT:

EMPLOYEE's appointment as County Chief Executive Officer is an at-will appointment as that term is defined by Labor Code section 2922. EMPLOYEE shall accrue no property rights in EMPLOYEE's employment with COUNTY under this AGREEMENT. EMPLOYEE is not entitled to any due process prior to

termination of this AGREEMENT by COUNTY or to any due process rights post-termination of this AGREEMENT by COUNTY.

4. COMPENSATION:

COUNTY, in consideration of the covenants, agreements, and stipulations agreed to by EMPLOYEE as set forth herein, hereby agrees to provide the following compensation and benefits to EMPLOYEE during the time of EMPLOYEE's employment with the COUNTY.

Nothing in this agreement affects any accruals employee has acquired as result of past employment.

A. Salary:

COUNTY shall pay EMPLOYEE an annual salary as follows:

1. Year One: One Hundred Ninety Five Thousand Dollars (\$195,000.00), payable on a biweekly basis;
2. Year Two: Two Hundred Ten Thousand Dollars (\$210,000.00), payable on a biweekly basis;
3. Year Three: Two Hundred Fifteen Thousand Dollars (\$215,000.00), payable on a biweekly basis; and
4. Year Four: Two Hundred Twenty Thousand Dollars (\$220,000.00), payable on a biweekly basis.

In the event EMPLOYEE's employment is terminated, EMPLOYEE resigns, or EMPLOYEE's employment otherwise ends or is modified, EMPLOYEE will only receive the portion of the total salary that EMPLOYEE earned based upon the time period in which EMPLOYEE was employed as Chief Executive Officer prior to termination, resignation, other separation, or modification of employment.

B. Retirement:

EMPLOYEE will be enrolled in the Mendocino County 1937 Retirement Act Plan in accordance with plan requirement.

C. Benefits:

COUNTY agrees to provide the same benefits (including retirement) as defined in the Mendocino County Department Head Memorandum of Understanding BOS Agreement No. 14-078.

COUNTY shall pay for EMPLOYEE's professional dues for membership in ICMA and CACE. 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.

D. Paid Leave:

COUNTY agrees to provide the same leaves and absences as defined in the Mendocino County Department Head Memorandum of Understanding BOS Agreement No. 14-078 and County Code.

When an EMPLOYEE terminates, the accrual of vacation shall cease as of the last day of work, except when an EMPLOYEE is on paid sick leave. Upon separation from employment, EMPLOYEE shall be paid for all accrued vacation hours.

Upon retirement from the County, EMPLOYEE shall be credited with unused sick leave accruals in accordance with County Code and Retirement System rules.

E. Health and Life Insurance Benefits:

EMPLOYEE is eligible to enroll in the medical, prescription, vision and dental health insurance plan. COUNTY agrees to pay 75% of the premium for enrollment in the County Health Insurance Plan. Enrollment in the County Health Insurance Plan includes \$50,000 Life Insurance and \$5,000 Accidental Death and Dismemberment Insurance.

The contributions to health insurance premium may be increased in an amount necessary to pay for "health care industry cost trends" as determined by the health system actuary, utilizing the same share-of-cost ratio.

5. EMPLOYEE PERFORMANCE EVALUATION:

COUNTY, through the Board of Supervisors, shall review and evaluate EMPLOYEE's performance at least annually, unless the Board of Supervisors determines a more frequent performance review is necessary.

6. TERMINATION:

The Chief Executive Office shall be removed from her position in accordance with procedures and requirements in Mendocino County Code Section 2.28.060.

7. SEVERANCE:

A. The CEO shall be entitled to severance pay, under any of the following circumstances:

1. The Board of Supervisors and CEO agree to a termination of the CEO without cause.
2. The Board of Supervisors elects to terminate the CEO pursuant to Mendocino County Code Section 2.28.060 without evidence to terminate for cause, including, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury, or Fair Political Practice Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest or similar acts constituting misfeasance or malfeasance in office.

The CEO shall not be entitled to severance pay, except under Section 7(A).

- B. Severance pay shall be equal to three (3) months' salary at the then current base salary rate and shall be paid in a lump sum to be included in the final payroll check.
- C. If the CEO is unable to perform requisite duties expected under this Agreement because of sickness, accident, physical or mental incapacity, or health with reasonable accommodation, following exhaustion of FMLA/CFRA leave entitlements and accumulated sick leave/vacation accrual, then the Board of Supervisors shall have the option to terminate this Agreement and notwithstanding the provisions of Section 7(A) above, the CEO shall not be entitled to severance pay. If the CEO is terminated because of permanent disability, CEO shall be compensated in a lump sum for any accrued benefits to the extent such compensation is required by law.

8. ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties regarding the terms and conditions of employment, and there are no agreements between the parties relating to the subject matter other than those set forth or expressly incorporated into this AGREEMENT. This AGREEMENT supersedes all prior representations or agreements relating to the subject matter and may be changed only by an agreement in writing signed by both parties.

9. MODIFICATION, AMENDMENT, WAIVER:

No modification or amendment of any provisions of this AGREEMENT shall be effective unless approved in writing and signed by duly authorized representative of COUNTY and EMPLOYEE. The failure of COUNTY or EMPLOYEE to enforce any of the provisions of this AGREEMENT shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision in accordance with its terms.

10. INTEREST OF CONTRACT EMPLOYEE:

EMPLOYEE hereby declares that EMPLOYEE has no interest, directly or indirectly, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that EMPLOYEE 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.

11. 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.

12. SEVERABILITY:

It is the desire of the parties that this AGREEMENT be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this AGREEMENT be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the AGREEMENT, which shall be severable, and shall remain in force and not be affected thereby.

13. GOVERNING LAW:

This AGREEMENT has been negotiated and entered into in State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

14. COUNTERPARTS:

This AGREEMENT may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this AGREEMENT received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

15. TIME:

Time is of the essence.

16. 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

DEPARTMENT FISCAL REVIEW:

By: *Jonelle Rana* 10-1-18
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1020

Line Item: _____

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: *Dan Hamburg*
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: OCT 03 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Karla Vantagen*
Deputy OCT 03 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Karla Vantagen*
Deputy OCT 03 2018

INSURANCE REVIEW:

By: *NP*
Risk Management

Date: 10-1-18

CONTRACTOR/COMPANY NAME

By: *Carmel J. Angelo*

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Carmel J. Angelo

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: *K. Elliott*
Deputy

Date: 9/27/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *[Signature]*
Deputy CEO

Date: 10/1/18

EXHIBIT A

ORDINANCE NO. 4182

**ORDINANCE AMENDING MENDOCINO COUNTY CODE CHAPTER 2.28
REGARDING THE POSITION OF CHIEF EXECUTIVE OFFICER**

The Board of Supervisors of the County of Mendocino ordains as follows:

Chapter 2.28 of the Mendocino County Code is amended to read as follows:

**Chapter 2.28
COUNTY CHIEF EXECUTIVE OFFICER**

Section 2.28.010 Statement of Intent

A. There is established the position of Chief Executive Officer (CEO). The duties and responsibilities of the position of CEO are herein specifically defined. The CEO shall act under the supervision of the Board of Supervisors and be subject to its direction. Wherever in federal or state law reference is made to an administrative officer of a County, the position of CEO shall be deemed to be such officer.

B. The Board of Supervisors expects the CEO to exercise overall responsibility for sound and effective management of County government, pursuant to Board policy and adopted budget. The Board fully expects the CEO to exercise clear and direct management authority and responsibility, and to hold the CEO specifically accountable.

Section 2.28.020 Qualifications for Office

The CEO shall be chosen upon the basis of knowledge and skills in public administration, demonstrated administrative ability, and knowledge of public budgeting, personnel, finance, and organization. The CEO shall also be chosen on the basis of the person's executive and administrative qualifications with special reference to the person's actual experience in, or the person's knowledge of, accepted practices with respect to the duties of the office as hereinafter set forth. The CEO shall have demonstrated interpersonal communication skills and ability to work well with supervisors and subordinates.

Section 2.28.030 Position Created

The Board of Supervisors has determined the need for a position in Mendocino County, which has the responsibility and authority to manage and administer the affairs of the County, to provide planning which integrates all County activities, and to serve the Board as its chief of staff in both internal and intergovernmental affairs.

Section 2.28.040 Conditions of Employment

A. The CEO shall be appointed by and serve at the will and pleasure of the Board of Supervisors.

B. The salary range of the CEO shall be established by the Board of Supervisors. The CEO is granted and entitled to all benefits conferred upon County executive management employees including but not limited to: merit salary increases, sick leave, vacation and holidays and the County Employees' Retirement Act.

Section 2.28.050 Duties and Responsibilities

A. The CEO is accountable for the effective administration and management of all governmental affairs of the County, which may legally be placed in the CEO's charge and control, by the Board of Supervisors. Nothing in this section shall preclude or impinge the authority of a majority of the Board of Supervisors from giving direction to the CEO in public session. The primary duties and responsibilities of the CEO shall be to plan, organize, control and direct the overall operation of the County; prepare, present and monitor the County budget; promote County activities and affairs with government and private entities, community organizations, industry and the general public; and serve on various committees and agencies. The CEO shall have authority to require and receive any and all information from any County department that the CEO may deem necessary to fulfill the above-enumerated duties and responsibilities.

B. Duties and responsibilities of the CEO shall include, but are not limited to, the following:

1. Policy Formation. The CEO shall develop and recommend policy and policy alternatives to the Board of Supervisors for consideration. It shall be the role of the CEO to advise the Board of Supervisors in the development of policy matters through the analysis, development and presentation of policy alternatives, including the anticipated consequences of such alternatives and the cost-benefit analysis of such alternatives. Furthermore, the CEO shall attend all Board meetings and advise on matters of policy and administration; unless excused by the Chair.

2. Policy Implementation. The CEO shall implement the policies adopted by the Board of Supervisors and shall ensure they are properly distributed and explained to all affected personnel.

3. Departmental Duties and Responsibilities. To the extent permitted by law, the CEO shall:

- (a) Be authorized to assign or delegate the administration of duties to any CEO designee within the CEO's office.
- (b) Receive projects that the Board of Supervisors has directed to the CEO for action, and refer those projects to the appropriate department.

- (c) Monitor and report to the Board regarding the performance of County departments.
- (d) Evaluate all proposed departmental programs and recommend those to the Board of Supervisors for approval the CEO feels should be approved or modified; periodically evaluate existing departmental programs and recommend changes to the Board for approval where they are indicated.
- (e) Evaluate departmental organizations on a continuous basis, subject to the limitations of state law or the directives of the Board of Supervisors; with prior Board approval, initiate changes in interdepartmental organizations and structure.
- (f) Authorize budgeted out-of-County travel and in-County business expense in accordance with rules and regulations based upon policies established by the Board.
- (g) There will be an annual review of non-elected department heads in closed session with the CEO, the Board of Supervisors and department head. After Board comment and recommendations, the Chief Executive Officer will prepare the annual performance evaluation based on mutually agreed goals and objectives. The County Counsel, Clerk of the Board and Chief Executive Officer will be reviewed directly by the Board of Supervisors.
- (h) Appoint, transfer, discipline, suspend or dismiss, as appropriate, any non-elected department head who is not required to be appointed by the Board of Supervisors, after meet and confer with the Board of Supervisors. The following Departments report directly to the CEO:
 - Department of Transportation
 - General Services Agency
 - Health and Human Services
 - Human Resources
 - Planning and Building Services
- (i) Meet on a regular basis with each department head for the purpose of communicating County policies and issues.
- (j) In cases where the Board of Supervisors is the appointing authority of a department head, the CEO shall recommend to the Board of Supervisors for its consideration and appointment, qualified candidates(s) to fill any vacancies.
- (k) Promote the development of team management systems within the County organization and strive to develop leadership opportunities among department heads so as to build a management team, which can plan for and respond to future challenges.

4. Management of the County's Executive Office. The CEO, through its Executive Office, shall coordinate the activities of all County departments, preparing recommendations to the Board and executing the Board directives as they relate to the departmental operations. The Executive Office personnel, under direction of the CEO, shall also provide support, advice and assistance to all County departments. The CEO shall serve as a problem-solver, coordinator, mediator or other role(s) as determined

appropriate by the Board of Supervisors in serving the needs of each County department and County government overall.

5. Staff to the Board of Supervisors. The CEO and Executive Office personnel shall provide staff support to the Board of Supervisors.

(a) The CEO, under the direction of the Board of Supervisors, shall represent the Board of Supervisors and the County generally in public relations, at the local level, regionally, Federal and in County-State matters.

(b) As staff to the Board, the CEO shall ensure that all Board agenda requests are complete and that all relevant information is available for effective decision-making. The CEO furthermore has authority to request and receive justification of an item from a department head, as the CEO deems appropriate to effectively and efficiently conduct County business.

(c) The CEO shall report to the Board of Supervisors, not less than semi-annually, the status of the budget expenditures and revenues and recommend adjustments as necessary.

(d) All requests for changes in the annual budget shall first be submitted to the CEO who shall transmit them to the Board of Supervisors together with recommendation.

6. Legislative Activity. The CEO shall monitor legislative matters as they relate to County and local government, economic development, and other County issues. It is expected that individual Board members should have ready access to legislative matters, including current, pending and proposed matters, through and with assistance of the CEO and Executive Office personnel. Furthermore, the CEO shall perform legislative analysis and coordinate the development of recommendations to the Board concerning legislative activities.

7. Employee Bargaining. The CEO shall participate as necessary with the designated Board employer-employee representative in the meet-and-confer process with employee representatives.

8. Emergency Services. The CEO serves as the Director of Emergency Services and exercises control of County government in extreme emergencies when there is not sufficient opportunity for the Board of Supervisors to act, hire necessary extra personnel and purchase necessary supplies and equipment to meet such emergencies.

9. Administrative Policy Manual. The CEO shall supervise and direct the preparation and maintenance of a County administrative policy manual which sets forth the policies and procedures of the Board of Supervisors regarding the administrative affairs of the County.

10. Budget. As the County budget officer, the CEO shall supervise and direct the preparation of the annual County budget. In the performance of this duty the CEO shall review and evaluate all departmental request and all items in the proposed budget including expenditures, revenues and reserves. The CEO shall submit the proposed budget to the Board of Supervisors together with a written report and recommendations

which shall be based on Board of Supervisors policy direction, revenue projections, budget targets, and proposed goals, objectives, work programs and projects developed by the various departments.

Section 2.28.060 Removal from Office.

A. The CEO may be removed from office if the removal occurs in accordance with the following procedures.

1. Removal Without Notice. The Board of Supervisors may remove the CEO from office without notice providing not less than four of the five Supervisors vote in the affirmative for such removal.

2. Removal With Notice. In all other cases, the CEO shall be entitled to a notice of at least three (3) months if the Board of Supervisors intends to remove said CEO from office. Alternatively, the Board, in its sole discretion and by simple majority vote, may provide written notice immediately relieving the CEO of his/her duties and placing the CEO on a three (3) month paid leave of absence commencing the day following the effective date of removal. Compensation during the above three (3) month leave shall include any salary adjustments and employee benefits that may occur during that period of time.

B. Notwithstanding subparagraph A above, the CEO may not be removed from office during the first ninety (90) days following the effective date of any change in the membership of the Board of Supervisors unless all five sitting Supervisors vote in the affirmative for such removal.

C. In the event that this chapter is, at a future date, modified or repealed, the rights granted in this section shall be vested to the CEO so appointed or holding office prior to any such modification.

Section 2.28.070 Other Relationships to County Officers and Department Heads

A. Information and Cooperation. Each County officer or department head, upon request of the CEO, shall provide any record or other information relating to the administrative operation of such department and shall otherwise cooperate in the review or investigation of the administrative operation of such department. Each County officer or department head shall promptly comply with any written directive by the CEO relating to the use of personnel, equipment or facilities of such office or administrative procedures relating thereto.

B. Conduit to Board. All requests by Department Heads for Board action shall be through the CEO. If the CEO makes a recommendation which is adverse to the request, the CEO shall notify the officer or department head of the time when the same will be presented to the Board and the officer or department head may either withdraw the request before its presentation to the Board or he/she may appear before the Board and be heard.

C. Contact with Board. Except for requests that a time be agendaized for Board consideration and action, nothing contained in this chapter shall be construed as

restricting the ability of the County officers or department heads from contacting Board members directly.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mendocino, State of California, on this 13th day of March, 2007, by the following roll call vote:

AYES: Supervisor Wattenburger, Pinches, Colfax, and Smith
NOES: Supervisor Delbar
ABSENT:

WHEREUPON, the Chairman declared the Ordinance passed and adopted and **SO ORDERED**.

Kendall Smith
CHAIR, Board of Supervisors

ATTEST: KRISTI FURMAN
Clerk of Said Board

By: Adrienne Moore
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
JEANINE B. NADEL, County Counsel

By: Jeanine B. Nadel

KRISTI FURMAN
Clerk of the Board
By: Adrienne Moore

DEPUTY