

EMPLOYMENT AGREEMENT
between
COUNTY OF YOLO
and
GERARDO PINEDO

This EMPLOYMENT AGREEMENT (hereinafter "Agreement"), effective as of the date last signed by the parties below ("Effective Date"), is made and entered into between the COUNTY OF YOLO (hereinafter "COUNTY"), a public entity organized under the laws of the State of California, and GERARDO PINEDO (hereinafter "PINEDO"), an individual to be employed by COUNTY as its Chief Administrative Officer (hereinafter "CAO").

RECITALS

WHEREAS, COUNTY is a public entity organized under the laws of the State of California providing a full range of services to the residents of the County; and

WHEREAS, COUNTY requires the services of a CAO to oversee administrative services, coordinate the efforts of all COUNTY departments and agencies in the provision of public services to the residents of the County of Yolo consistent with the mission and direction of the Board of Supervisors, and to otherwise perform the duties of a CAO as set forth in state law and in the Yolo County Code Section 2-5.305; and,

WHEREAS, PINEDO is a duly qualified individual who has the education, training, and experience in local government management and possesses the requisite skill, knowledge, and experience to provide the management and administrative services for a general law county required under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, COUNTY and PINEDO mutually agree as follows:

1. Employment as County Administrative Officer.

1.01. Employment. Subject to the terms and conditions of this Agreement and all applicable state and local laws, rules, regulations, policies, practices, and procedures, COUNTY hereby employs PINEDO as CAO, and PINEDO accepts such employment. Except to the extent inconsistent with the terms and conditions of this Agreement, all COUNTY personnel policies, practices, and procedures shall apply to PINEDO.

1.02. Commencement of Services. PINEDO shall assume the duties of CAO, and his first day of employment with COUNTY shall be, on June 20, 2022.

1.03. "At-Will" Status. PINEDO shall serve at the will and pleasure of the Board of Supervisors and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent COUNTY, in its sole discretion, from terminating this Agreement.

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2. Compensation and Employee Benefits.

2.01. Annual Salary. COUNTY shall pay PINEDO an annual salary of \$295,000.00. Such salary shall be payable in the same manner and at the same time as salary payments are made to COUNTY employees.

2.02. Salary Adjustment. Each year the Board of Supervisors shall review PINEDO's performance and based upon performance of the duties and meeting or exceeding the agreed upon performance objectives, determine if any merit-based salary adjustment is warranted. Any merit-based salary adjustment shall be determined by the Board of Supervisors in its sole discretion and is not subject to challenge in any manner. The position of CAO is not entitled to annual or automatic cost of living adjustments.

2.03. General Benefits. PINEDO shall be entitled to benefits of employment customarily provided to COUNTY department heads, including but not limited to vacation, administrative, floating holiday, and sick leave, retirement, life insurance, and medical benefits package (health, dental, and vision insurance or cash in lieu).

2.04. Vacation Leave. PINEDO shall accrue vacation leave at the rate of 6.16 hours per pay period (approximately 20 days annually), which is the maximum accrual rate provided to COUNTY employees. In addition, PINEDO shall be provided an initial vacation leave balance of 40 hours (which is in addition to pro-rated amounts of administrative and floating holiday leave).

2.05. Vehicle Allowance. To reimburse PINEDO for the use of his personal vehicle in the performance of his duties as CAO, COUNTY shall pay PINEDO a vehicle allowance at the same rate as paid to COUNTY department heads. The current vehicle allowance is \$6,840.00 per year, paid in equal installments per pay period. Such payments are subject to applicable taxes and withholdings.

2.06. Relocation Expense Reimbursement. COUNTY shall reimburse PINEDO up to \$15,000.00 for relocation and house search expenses. Reimbursement is subject to the tender of appropriate and applicable receipts. Should PINEDO voluntarily leave COUNTY employment prior to completing a year of service, 100% of any relocation expense reimbursement shall be reimbursed by PINEDO to COUNTY. Should PINEDO voluntarily leave COUNTY employment prior to completing two years of service, 50% of any relocation expense shall be reimbursed by PINEDO to COUNTY. Upon mutual agreement, any such refund owed may be satisfied by deduction(s) from monies owed to PINEDO or PINEDO's accrued vacation or administrative leave balances.

3. Term, Termination, and Severance.

3.01. Term. This Agreement shall be for a 5-year term commencing on June 20, 2022, and shall terminate on June 19, 2027 ("Expiration Date"), unless amended or extended, or a new

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employment agreement is executed by the parties.¹ If so desired by the parties, the Board of Supervisors and PINEDO may negotiate a new employment agreement subject to mutually acceptable terms and conditions, at any time.

3.02. Termination. This Agreement may be terminated at any time, in the following manner:

- a) By mutual agreement of the parties as set forth in writing;
- b) By PINEDO giving the County not less than thirty (30) days' advance written notice of such termination; or
- c) By the COUNTY giving written notice to PINEDO of such termination, which termination shall be effective immediately upon the giving of such notice.

3.03. Severance. In the event that PINEDO is terminated as CAO by COUNTY without cause, COUNTY shall provide a severance payment to PINEDO equal to six (6) months of salary. The severance payment shall be paid in a lump sum, subject to applicable taxes and withholdings.

This Section is intended to comply with California Government Code section 53260 et seq. Pursuant to California Government Code section 53260, in no event shall PINEDO receive a severance payment or settlement that exceeds an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement.

Pursuant to California Government Code section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to PINEDO under this Section shall be fully reimbursed by PINEDO to COUNTY if PINEDO is convicted of a crime involving an abuse of the office or position. For purposes of this Agreement, the phrase "abuse of the office or position" shall have the meaning set forth in Government Code section 53243.4. This Agreement shall be subject to the provisions of Government Code sections 53243-53243.4, which require reimbursement by PINEDO to COUNTY under circumstances stated therein.

4. Performance Objectives and Evaluation.

4.01. Performance Objectives. PINEDO and the Board of Supervisors shall mutually develop goals and objectives for the basis of an initial annual performance evaluation within the first 60 days of the term of this Agreement. Thereafter, performance objectives for subsequent annual performance evaluations shall be proposed by PINEDO in writing and submitted to the Board of Supervisors for approval on a mutually agreeable date, typically in the first 60 days of each calendar year. If the Board of Supervisors does not approve said performance objectives, they shall establish reasonable performance objectives following consultation with PINEDO. The performance objectives shall be consistent with COUNTY policy and the duties and responsibilities of the CAO.

4.02. Performance Evaluation. The Board of Supervisors shall evaluate PINEDO's performance in December 2022 and annually thereafter. The evaluation shall be based on the

¹ The five-year term is subordinate to, and does not alter, the at-will designation of the CAO position.

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duties of the CAO and agreed upon performance objectives. The Board of Supervisors reserves the right to evaluate PINEDO's performance at any other time as it may, in its sole discretion, determine. Failure of the Board to complete the evaluation process shall not preclude any action by the Board of Supervisors in relation to PINEDO's employment as CAO.

5. General Provisions.

5.01. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

5.02. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

5.03. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures in performing this Agreement.

5.04. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, with venue for any legal action or proceeding arising from or related to the enforcement or construction of this Agreement to be in the County of Yolo.

5.05. Indemnification. As codified in the California Government Code, COUNTY shall defend, save harmless and indemnify PINEDO against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of PINEDO's duties as an employee of COUNTY or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities.

5.06. Construction of Agreement. Each party has fully participated in drafting, negotiating, reviewing, and revising this Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

5.07. Review and Execution of Agreement. Each party acknowledges that it has had the opportunity to read this Agreement and to consult with legal counsel of its choice concerning the terms, conditions, obligations, duties, and responsibilities set forth in this Agreement, and that each party executes this Agreement based on its own analysis and not upon the representations of the other party.

5.08. Copies. A true and correct copy of this Agreement may be enforced on the same basis as the original.

5.09. Authority. Every person executing this Agreement on behalf of a party represents and warrants hereby that they have the requisite authority to enter into this Agreement on behalf of such party and to bind the party to the terms and conditions set forth herein.

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5.10. Integration. This Agreement shall represent the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date of this Agreement.

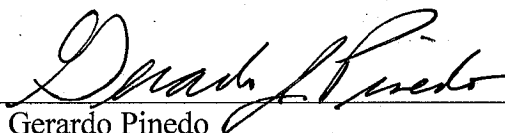
5.11. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

5.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

GERARDO PINEDO:

Dated: _____

4-14-2022



Gerardo Pinedo

COUNTY OF YOLO:

Dated: _____

Angel Barajas, Chair, Board of Supervisors

Approved as to Form:

Dated: _____

Phil Pogledich, County Counsel