

FILED

AUG 08 2014

AGREEMENT NO. 14-157
EMPLOYMENT AGREEMENT

BY Rupita Ramirez CLERK OF THE BOARD
DEPUTY

This Agreement ("Agreement") is between the County of Yolo ("County") and Philip Pogledich ("Employee") and is dated for convenience this 4th day of August, 2014.

1. County Counsel Appointment.

Pursuant to California Government Code Sections 27640-27641 and Yolo County Code Section 2-1.110, the County Counsel, Philip Pogledich, will serve as Acting County Counsel from August 4, 2014 through August 29, 2014, and will be appointed as County Counsel effective August 30, 2014 for a four-year term extending through and including August 29, 2018. The terms set forth below apply to Mr. Pogledich's services from August 4, 2014 through the end of his appointment on August 29, 2018.

2. Salary.

- (a) County agrees to pay Employee \$198,000 in salary per annum for his services, payable in installments at the same time as other employees of County are paid and subject to customary withholding, commencing on August 4, 2014.
- (b) In the sole discretion of the Board of Supervisors, Employee may receive all cost of living and equity adjustments to his salary as may be granted to County department heads. In addition, subject to a satisfactory annual evaluation of performance in accordance with Section 5, below, the Board of Supervisors may further increase the Employee's compensation in its sole discretion.
- (c) The salary compensation provided in this paragraph shall not be decreased unless such decrease is applied to all County department heads.

3. Automobile.

Employee's duties require that he have the use of an automobile at all times during his employment with the County. To reimburse Employee for the use of his personal vehicle in the performance of his employment with the County, County shall pay Employee a monthly vehicle allowance at the same rate as paid to County department heads (currently \$570/month).

4. Vacation Leave and Supplemental Benefits.

- (a) Employee shall earn fifteen (15) days paid vacation leave annually up to the maximum limit permitted for County department heads.
- (b) County shall also provide Employee the same benefits as provided to County department heads and as they may be amended from time to time. All actions taken by County relating

to benefits for appointed department head employees shall be considered actions granting the same benefits to Employee. As used herein, benefits include but are not limited to holidays, administrative leave, sick leave, retirement benefits, health insurance, vision insurance, dental insurance, disability insurance and life insurance. As of the date of this Agreement, the benefits to be provided include:

- Retirement: 2.5% at 55. Employee contributes 8% of salary toward retirement.
- Medical Benefits Package: Employee will receive \$25,454 annually to purchase health, dental and vision insurance. Any remaining balance of the benefit package will be paid to the employee as taxable earnings.
- Administrative Leave: 80 hours each fiscal year.
- Holidays/Floating Holidays: 10.5 paid holidays per year, and 32 hours of floating holidays each fiscal year.
- Life Insurance and AD&D Policy: \$50,000.
- Deferred Compensation: County matches \$500 per calendar year.
- Disability Insurance: Eligible for a short-term disability benefit of 85% of salary.
- Employee Assistance Program: Confidential counseling program available for up to six visits each fiscal year.

5. Performance Evaluations.

The Board of Supervisors shall evaluate Employee's performance on or about the one-year anniversary date of this Agreement. Thereafter, the Board of Supervisors shall evaluate Employee's performance on or before the end of each successive calendar year. In addition, starting in 2015, every calendar year the Board of Supervisors and Employee will set goals and objectives for the ensuing calendar year

6. Severability.

In the event that any provision of the Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

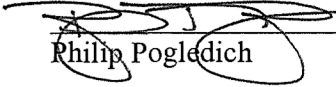
7. Entire Agreement.

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior or oral or written understandings. Except as

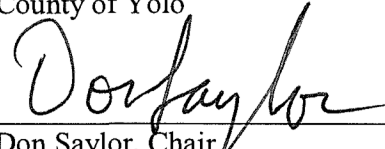
prescribed herein this Agreement cannot be modified except by mutual agreement signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Employee



Philip Pogledich

County of Yolo


Don Saylor, Chair
Yolo County Board of Supervisors

Attest:

Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors


Deputy
