

EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made and entered into this 7th day of December, 2021 by and between the COUNTY OF MERCED, a political subdivision of the State of California (hereinafter referred to as "County") and RAUL LOMELI MENDEZ (hereinafter referred to as "Employee").

THIS AGREEMENT is made with reference to the following recitals:

RECITALS

WHEREAS, the Board of Supervisors appointed Mr. Raul Lomeli Mendez to fill the position of County Executive Officer, and is of the opinion that Mr. Mendez has demonstrated his ability to perform in this capacity; and

WHEREAS, it is the desire of the Board of Supervisors of the County of Merced to provide a transition from January 10, 2022 until the current incumbent's retirement on February 27, 2022; and

WHEREAS, it is the desire of the Board of Supervisors of the County of Merced to provide certain benefits, establish certain conditions of employment and said working conditions of said Employee; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. TERM OF EMPLOYMENT

Section 1.01. County will employ Employee from January 10, 2022 through February 27, 2022 as County Executive Officer (CEO) Designee and from February 28, 2022 through January 10, 2025 as CEO.

ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE

Section 2.01. Employee shall serve as the CEO of the County of Merced. Under the supervision of the Board of Supervisors, and subject to its direction and control, the Employee is responsible for the effective administration of County affairs, and duties and responsibilities as set forth in Merced County Code, Chapter 2.08, and the job description incorporated herein by reference.

ARTICLE 3. OBLIGATIONS OF COUNTY

Section 3.01. County shall provide Employee with a private office, administrative support, staff, computer, office equipment, supplies and all other facilities and services suitable to Employee's position and adequate for the performance of his duties.

ARTICLE 4. COMPENSATION

Section 4.01. Effective January 10, 2022, Employee shall be compensated for the services performed on an annual basis comprised of twenty-six pay periods at the initial base salary of Two Hundred and Fifty Thousand Dollars per annum. Employee shall receive all salary and benefit increases at the same time and rate as are granted by the County to "A" level Unrepresented Management employees.

Section 4.02 The Board of Supervisors shall conduct an annual performance evaluation of Employee on a fiscal year cycle to set goals and objectives for Employee for the ensuing fiscal year. After an annual Performance Review, the Board may, at their discretion, provide under this Agreement an increase up to 5% in Pay Period 14 of 2023 and will not require an amendment of this Agreement.

Section 4.03. Employee shall receive the vehicle and communications allowance provided to "A" level Unrepresented Management at the time of this Agreement. Employee shall receive the expense allowance for CEO and elected officials. The Employee shall be permitted to annually redeem for remuneration accrued vacation leave and sick leave each year, at the same level provided to "A" level Unrepresented Management.

Section 4.04. The requirements of Government Code 24001 are hereby waived. Notwithstanding the foregoing, Employee shall be entitled to a ten thousand dollar moving expense payment if incumbent moves to Merced County before December 31, 2022.

ARTICLE 5. RETIREMENT, HEALTH, AND LEAVE BENEFITS

Section 5.01. Employee shall be entitled during the term of this Agreement to all health, dental, life, disability, and retirement benefits which are presently accorded other Executive Management. Employee shall begin employment with a balance of sixty hours of vacation, forty-eight hours of sick leave, and forty-eight hours of management time. During the term of this agreement, the following provisions shall apply: vacation leave shall be accrued at .0577 accrual rate equaling fifteen days each year, to be accrued evenly through the twenty-six pay periods with a maximum accrual of two hundred forty hours; sick leave shall be accrued at .0462 accrual rate equaling twelve days each year, to be accrued evenly through the twenty-six pay periods with no maximum accrual amount; management leave shall be at the full ninety-six hours, credited each year of this agreement in the pay period which includes July 1st and shall not be pro-rated or dispersed quarterly based upon years of service. Employee shall be entitled during the term of this Agreement to Holidays, Bereavement, Management Leave and all other benefits presently provided to Executive Management.

ARTICLE 6. TERMINATION OF EMPLOYMENT

Section 6.01. Employee may terminate his obligation under this Agreement by giving County at least sixty days advance written notice, in which case Employee is not entitled to any additional compensation or benefits set forth or referred to in this Agreement after the date of termination with the exception of payment for all pay and benefits accrued as of the date of termination as described herein, or as set forth in other Management Resolutions.

Section 6.02. County may terminate Employee without cause with a majority vote of the Board. If the County terminates the Employee, without cause, prior to the completion of this Agreement, County shall pay Employee compensation as severance pay an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, not to exceed six months' salary. Employee shall only receive the severance pay set forth above after execution of a severance and release of claims agreement satisfactory to the Board of Supervisors.

Section 6.03. Employee may be terminated for cause, and without severance, under the following conditions:

1. Removal from office following the accusation process of the Grand Jury as set forth in the Government Code, Sections 3060 *et seq.*
2. If the Employee is convicted of a felony.
3. For any material breach of the Agreement, insubordination, or gross negligence in performing his duties.

ARTICLE 7. GENERAL PROVISIONS

Section 7.01. Effective January 10, 2022, this Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by County and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Section 7.02. Employee shall have the right to determine his own work schedule during the week. For purposes of utilizing leave balances, Employee's work schedule is based on a forty-hour work week, not an eight-hour day. Notwithstanding the foregoing, Employee shall generally observe normal business hours of the County (Monday thru Friday/8:00am to 5:00pm), at the office provided under Section 3.01 of this Agreement.

Section 7.03. This Agreement shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs otherwise legally allowed by applicable statutes, ordinances and regulations and not constitution a conflict of interest with the County or with his position as CEO.

Section 7.04. Except as otherwise permitted, limited, or required by law including without limitation California Code Sections 825, 995, and 995.2 through 995.8, the County will defend and pay any costs and judgments assessed against Employee arising out of an act or omission of the Employee occurring in the course and scope of the Employee's performance of his duties under this Agreement.

ARTICLE 8. MODIFICATIONS

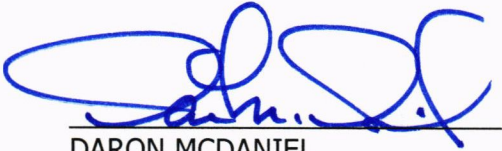
Section 8.01. Any modification or further clarifications of this Agreement will be effective only if it is in writing and signed by both parties.

ARTICLE 9. PARTIAL INVALIDITY

Section 9.01. If any provision of this Agreement is be found or deemed invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and deemed to be severable.

Executed on December 7, 2021, at City of Merced, County of Merced, State of California.

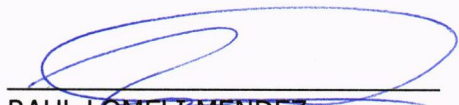
COUNTY OF MERCED



DARON MCDANIEL
Chair



FORREST HANSEN
County Counsel



RAUL LOMELI MENDEZ
County Executive Officer

Dated this 7th day of December, 2021