

COPY

EMPLOYMENT AGREEMENT

This Employment Agreement (herein "Agreement") is made and entered into as of the 14th day of November, 2005 by and between the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION (herein "LAFCO") and JOSÉ C. HENRÍQUEZ (herein "Employee").

RECITALS

WHEREAS, LAFCO wishes to engage the services of Employee as Executive Officer;

WHEREAS, Employee represents and warrants that he is qualified to perform the duties of an Executive Officer; and

WHEREAS, LAFCO and Employee have negotiated the terms of this Agreement in good faith;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, LAFCO and Employee hereby agree as follows:

SECTION 1. POSITION AND DUTIES.

A. LAFCO hereby agrees to employ Employee as Executive Officer, to serve at the pleasure of the Commission. Employee accepts employment by LAFCO as the Executive Officer of LAFCO.

B. Employee agrees to comply with all conditions set forth in this Agreement and to fulfill, to the best of his ability, all of the duties of the Executive Officer of LAFCO as set forth in State law and in the position description for the Executive Officer of LAFCO attached hereto and incorporated by reference herein as Exhibit A.

C. The Executive Officer will serve as the Environmental Coordinator and Budget Administrator as provided in LAFCO policies dated December 1996, as amended from time to time. The Executive Officer shall also serve as the Purchasing Officer for LAFCO.

D. The Executive Officer shall serve as the Supervisor/Manager of any and all staff, employees, and consultants who provide services to LAFCO. The Executive Officer shall have the authority to hire, fire, and perform work evaluations for all LAFCO staff.

E. The Executive Officer shall prepare contracts for LAFCO approval for consultant services as required and shall have the authority to manage such contracts, subject to the supervision of LAFCO.

SECTION 2. TERM, TERMINATION AND AT WILL STATUS.

A. This Agreement shall commence on November 14, 2005 and continue to January 30, 2007, and annually thereafter for consecutive two-year terms subject to Employee's favorable annual performance evaluation.

B. Employee's first scheduled performance review will take place on or about January 30, 2007, or within a reasonable period of time thereafter.

C. LAFCO may terminate the employment relationship established under this Agreement at any time with or without cause. Employee agrees and understands that this is an "at will" Agreement, and that Employee is not entitled to any disciplinary rights and/or procedures whatsoever.

D. If LAFCO terminates this Agreement, Employee shall receive severance compensation equal to three months salary at the then current rate.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to terminate this Agreement upon two weeks written notice to the Commission stating his intent to terminate the employment relationship.

F. If Employee terminates this employment relationship of his own volition during the term of this Agreement, he shall receive compensation for 100% of leave time accrued, including but not limited to, vacation, management leave, and sick leave consistent with policies and procedures in effect and applicable to County employees (UD classifications) as of the termination date of this Agreement.

SECTION 3. COMPENSATION.

A. At the commencement of this Agreement, Employee's compensation shall begin at Step 1 of the LAFCO Salary Schedule adopted June 27, 2001.

B. Employee's salary may be modified with the mutual agreement of both parties.

C. Employee's salary will be reviewed no less frequently than annually, in conjunction with Employee's annual performance evaluation.

D. Cost of living adjustments approved by the Board of Supervisors for County Employees in Department Head classifications shall also be considered by LAFCO for this position.

SECTION 4. BENEFITS.

A. Employee will receive all the benefits and privileges provided by El Dorado County to appointed Department Heads (UD classifications) with the exception of longevity benefits as specified by LAFCO in the Personnel Policies adopted April 25, 2001, and except as otherwise provided in this Agreement.

B. LAFCO agrees to pay Employee's PERS contribution in the same manner as general employees of LAFCO.

C. The benefits contained in this Agreement may be modified prospectively with the mutual written agreement of both parties.

SECTION 5. GENERAL PROVISIONS.

A. This Agreement, including those documents incorporated by reference herein, shall constitute the entire agreement between the parties. Employee shall be entitled only to those benefits specifically described in this Agreement.

B. This Agreement shall be governed by the laws of the State of California.

C. No waiver, alteration, or modification of any of the provisions of this Agreement shall be valid and binding unless in a writing executed by the parties hereto. Employee acknowledges that, in entering into and executing this Agreement, Employee relies solely upon the provisions contained herein.

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

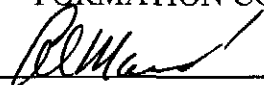
E. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreement.

F. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall not be affected, and shall remain in full force and effect.

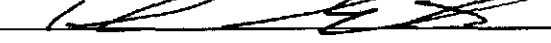
IN WITNESS WHEREOF, the El Dorado Local Agency Formation Commission has caused this Agreement to be signed and duly executed by Aldon R. Manard, Commission Chairman, and the Employee has signed and executed this Agreement, as of the day and year first above written.

LAFCO:

EL DORADO LOCAL AGENCY
FORMATION COMMISSION

By: 
Aldon R. Manard, Commission Chairman

APPROVED AS TO FORM

By: 
Thomas Gibson, LAFCO Counsel

EMPLOYEE:


JOSÉ C. HENRÍQUEZ

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
FOR SERVICES AS EXECUTIVE OFFICER OF THE
EL DORADO LOCAL AGENCY FORMATION COMMISSION**

This First Amendment to Employment Agreement (“Amendment”) is made and entered into as of the 1st day of January, 2007 by and between the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION (“LAFCO”) and JOSÉ C. HENRÍQUEZ (“Employee”).

RECITALS

WHEREAS, LAFCO and Employee entered into an Employment Agreement for Services as Executive Officer (“Agreement”), effective November 14, 2005; and

WHEREAS, pursuant to Section 2 of the Agreement, LAFCO considered and favorably evaluated Employee’s performance as Executive Officer; and

WHEREAS, LAFCO and Employee wish to amend the Agreement to approve an increase in Employee’s compensation.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, LAFCO and Employee hereto agree as follows:

AMENDMENTS

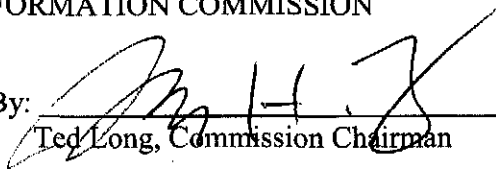
1. Subsection A of Section 2 of the Agreement, entitled “Term, Termination and At Will Status,” is hereby amended to read as follows: “This Agreement shall continue to January 1, 2009, and thereafter for consecutive two-year terms subject to Employee’s favorable annual performance evaluation.”

2. Subsection A of Section 3 of the Agreement, entitled “Compensation,” is hereby amended to read as follows: “Effective January 1, 2007, Employee’s compensation shall be at Step 2 of the LAFCO Salary Schedule adopted June 27, 2001.”


IN WITNESS WHEREOF, the El Dorado Local Agency Formation Commission has caused this Amendment to be signed and duly executed by Ted Long, Commission Chairman, and the Employee has signed and executed this Amendment, as of the day and year first above written.

LAFCO:

EL DORADO LOCAL AGENCY
FORMATION COMMISSION

By: 
Ted Long, Commission Chairman

EMPLOYEE:

By: 
José C. Henriquez

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
FOR SERVICES AS EXECUTIVE OFFICER OF THE
EL DORADO LOCAL AGENCY FORMATION COMMISSION**

This Second Amendment to Employment Agreement ("Amendment") is made and entered into as of the 1st day of January, 2008 by and between the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") and JOSÉ C. HENRÍQUEZ ("Employee").

RECITALS


WHEREAS, LAFCO and Employee entered into an Employment Agreement for Services as Executive Officer ("Agreement"), effective November 14, 2005 and subsequently amended on January 1, 2007; and

WHEREAS, pursuant to Section 2 of the Agreement, LAFCO considered and favorably evaluated Employee's performance as Executive Officer; and

WHEREAS, LAFCO and Employee wish to amend the Agreement to approve an increase in Employee's compensation.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, LAFCO and Employee hereto agree as follows:

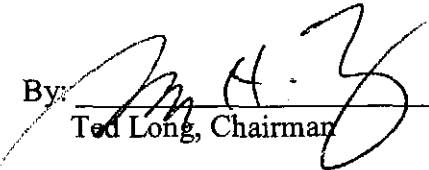
AMENDMENT

1. Subsection A of Section 3 of the Agreement, entitled "Compensation," is hereby amended to read as follows: "Effective January 1, 2008, Employee's compensation shall be at Step 4 of the LAFCO Salary Schedule adopted June 27, 2001 and modified on May 23, 2007" 

IN WITNESS WHEREOF, the El Dorado Local Agency Formation Commission has caused this Amendment to be signed and duly executed by Ted Long, Commission Chairman, and the Employee has signed and executed this Amendment, as of the day and year first above written.

LAFCO:

EL DORADO LOCAL AGENCY
FORMATION COMMISSION

By: 
Ted Long, Chairman

EMPLOYEE:

By: 
José C. Henríquez

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT
FOR SERVICES AS EXECUTIVE OFFICER OF THE
EL DORADO LOCAL AGENCY FORMATION COMMISSION**

This Third Amendment to Employment Agreement ("Amendment") is made and entered into as of the 1st day of January, 2009 by and between the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") and JOSÉ C. HENRÍQUEZ ("Employee").

RECITALS

WHEREAS, LAFCO and Employee entered into an Employment Agreement for Services as Executive Officer ("Agreement"), effective November 14, 2005 and subsequently amended on January 1, 2007 and January 1, 2008; and

WHEREAS, pursuant to Section 2 of the Agreement, LAFCO considered and favorably evaluated Employee's performance as Executive Officer; and

WHEREAS, LAFCO and Employee wish to amend the Agreement to set a new contractual term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, LAFCO and Employee hereto agree as follows:

AMENDMENT

1. Subsection A of Section 2 of the Agreement, entitled "TERM, TERMINATION AND AT WILL STATUS," is hereby amended to read as follows: ""This Agreement shall continue to December 31, 2010, and thereafter for consecutive two-year terms subject to Employee's favorable annual performance evaluation."

2. Subsection A of Section 4 of the Agreement, entitled "BENEFITS," is hereby amended to read as follows: "Effective on January 1, 2009, Employee shall continue receiving all benefits and privileges he was receiving as of December 31, 2008. Changes in the benefits provided to Employee after January 1, 2009 shall be as approved by LAFCO."

IN WITNESS WHEREOF, the El Dorado Local Agency Formation Commission has caused this Amendment to be signed and duly executed by Francesca Loftis, Commission Chair, and the Employee has signed and executed this Amendment, as of the day and year first above written.

LAFCO:

EL DORADO LOCAL AGENCY
FORMATION COMMISSION

By: Francesca Loftis
Francesca Loftis, Chair

EMPLOYEE:

By: José C. Henriquez
José C. Henriquez

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**FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT
FOR SERVICES AS EXECUTIVE OFFICER OF THE
EL DORADO LOCAL AGENCY FORMATION COMMISSION**

This Fourth Amendment to Employment Agreement ("Amendment") is made and entered into as of the 1st day of January, 2010 by and between the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") and JOSÉ C. HENRÍQUEZ ("Employee").

RECITALS

WHEREAS, LAFCO and Employee entered into an Employment Agreement for Services as Executive Officer ("Agreement"), effective November 14, 2005 and subsequently amended on January 1, 2007, January 1, 2008 and January 1, 2009; and

WHEREAS, pursuant to Section 2 of the Agreement, LAFCO considered and favorably evaluated Employee's performance as Executive Officer; and

WHEREAS, LAFCO and Employee wish to amend the Agreement to approve an increase in Employee's compensation.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, LAFCO and Employee hereto agree as follows:


AMENDMENT

1. Subsection A of Section 3 of the Agreement, entitled "Compensation," is hereby amended to read as follows: "Effective January 3 2010, Employee's compensation shall be at Step 5 of the LAFCO Salary Schedule adopted June 27, 2001 and modified on May 23, 2007"

IN WITNESS WHEREOF, the El Dorado Local Agency Formation Commission has caused this Amendment to be signed and duly executed by Ken Humphreys, Commission Chair, and the Employee has signed and executed this Amendment, as of the day and year first above written.

LAFCO:

EL DORADO LOCAL AGENCY
FORMATION COMMISSION

By: 
Ken Humphreys, LAFCO Chair

EMPLOYEE:

By: 
José C. Henríquez

**FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT
FOR SERVICES AS EXECUTIVE OFFICER OF THE
EL DORADO LOCAL AGENCY FORMATION COMMISSION**

This Fifth Amendment to Employment Agreement ("Amendment") is made and entered into as of the 1st day of January, 2011 by and between the EL DORADO COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCO") and JOSÉ C. HENRÍQUEZ ("Employee").

RECITALS

WHEREAS, LAFCO and Employee entered into an Employment Agreement for Services as Executive Officer ("Agreement"), effective November 14, 2005 and subsequently amended on January 1, 2007, January 1, 2008, January 1, 2009 and January 1, 2010; and

WHEREAS, pursuant to Section 2 of the Agreement, LAFCO considered and favorably evaluated Employee's performance as Executive Officer; and

WHEREAS, LAFCO and Employee wish to amend the Agreement to set a new contractual term.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, LAFCO and Employee hereto agree as follows:

AMENDMENT

1. Subsection A of Section 2 of the Agreement, entitled "TERM, TERMINATION AND AT WILL STATUS," is hereby amended to read as follows: "This Agreement shall continue to Dec. 31st 2012, and thereafter for consecutive two-year terms subject to Employee's favorable annual performance evaluation."

IN WITNESS WHEREOF, the El Dorado Local Agency Formation Commission has caused this Amendment to be signed and duly executed by Ken Humphreys, Commission Chair, and the Employee has signed and executed this Amendment, as of the day and year first above written.

LAFCO:

EL DORADO LOCAL AGENCY
FORMATION COMMISSION

By: 
Ken Humphreys, Chair

EMPLOYEE:

By: 
José C. Henríquez