

Tom Watson
Interim Retirement Administrator



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MENDOCINO COUNTY
EMPLOYEES' RETIREMENT ASSOCIATION
625-B KINGS COURT
UKIAH, CALIFORNIA 95482-5027

May 20, 2014

Shari Schapmire, Chair
Board of Retirement
Mendocino County Employees' Retirement Association

Dear Shari:

Given the imminent appointment of a full time Retirement Administrator for the Mendocino County Employees' Retirement Association (MCERA) and my desire to be "re-retired," I am giving you at least fourteen calendar days' notice of my resignation of employment as the "Interim Retirement Administrator" to be effective at the end of my working day on Wednesday, June 4, 2014, unless you determine that I should terminate employment earlier than that date.

I have certainly appreciated your support of my work here at MCERA. The staff have been great to work with and have always provided both great service to MCERA members and support to me and each other in our work together. I just hope that I have not wreaked too much havoc during my time here! I intend on preparing the usual reports and other information for the Board of Retirement meeting on June 18, 2014 and will provide you, Lloyd Weer as Vice Chair and Jeff Burke as Counsel, copies of information that I leave for the incoming full time Retirement Administrator.

The geography and people of Mendocino County are beautiful! I can see why Irene Lange used to introduce herself at SACRS as the Treasurer/Tax Collector/Retirement Administrator from the great County of Mendocino: "**God's** country!"

Sincerely,

Tom Watson

Tom Watson, Interim Retirement Administrator,
Mendocino County Employees' Retirement Association

**MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
AT WILL EXTRA HELP EMPLOYMENT CONTRACT**

This agreement ("Agreement"), dated as of May 28, 2014, is by and between the, Mendocino County Employees' Retirement Association hereinafter referred to as "MCERA", and James Andersen, hereinafter referred to as the "EMPLOYEE".

RECITALS

WHEREAS, Pursuant to Government Code Section 31522.2, the MCERA (Retirement Board) may appoint an Administrator who serves at the pleasure of the Board.

WHEREAS, the current Interim Administrator is resigning effective June 4, 2014, and MCERA is recruiting for a permanent Retirement Administrator, MCERA desires to obtain the services of an Interim Retirement Administrator; and,

WHEREAS, EMPLOYEE is professionally qualified to provide such services and is willing to provide same to MCERA on the terms and conditions set forth in this Agreement.

NOW, THEREFORE it is agreed between the parties as follows:

APPOINTMENT

1. Appointment. Pursuant to Government Code section 31522.2 MCERA employs EMPLOYEE on a part-time basis for such hours as directed by the Board Chair, commencing May 25, 2014, and ending September 30, 2014, subject, however, to earlier termination as provided below.

2. Tenure. EMPLOYEE shall serve at the will and pleasure of the Board and the Board expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

3. Termination.

(a) EMPLOYEE acknowledges, understands and warrants that he shall have no further right or claim to employment after the expiration of the term of this Agreement, and that no other document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment. This warranty has been relied upon by MCERA as a material inducement to enter into this Agreement and, in the absence MCERA would not have entered into this Agreement.

(b) Notwithstanding anything else in this agreement to the contrary, MCERA may terminate EMPLOYEE's employment at any time, upon three days' written notice.

(c) EMPLOYEE may terminate his employment at any time by delivering his written resignation to the Board Chair. Such resignation shall be irrevocable and shall be effective not earlier than *fourteen (14) calendar days* following delivery.

4. Compensation.

(a) EMPLOYEE's compensation shall be \$57.94 per hour of work performed by EMPLOYEE, provided that the total amount payable under this Agreement shall not exceed Forty Thousand Dollars (\$40,000.00). EMPLOYEE shall work any and all hours directed by the Board Chair, to perform the specified duties. It is understood by the parties that such hours to be worked by EMPLOYEE shall generally be during normal business hours, but may, from time to time, include work at other times at the reasonable instruction of the Board Chair. Appropriate taxes shall be deducted, and workers compensation shall apply.

(b) EMPLOYEE is not entitled to participate in any other benefits MCERA or Mendocino County provide its employees.

5. Method and Place of Giving Notice. All notices shall be in writing and may be given by personal delivery or by mail unless otherwise indicated. Notices sent by mail shall be addressed as follows:

To MCERA: The Board of Retirement
Mendocino County Employees' Retirement Association
625B Kings Court
Ukiah, CA 95482

To EMPLOYEE: James M. Andersen
494 Luce Ave.
Ukiah CA 95482

6. Professional Performance. EMPLOYEE shall perform in a professional manner and consistent with all applicable laws work performed for MCERA.

7. Conflict Of Interest. EMPLOYEE covenants that he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

8. Confidentiality. EMPLOYEE agrees that any information, whether proprietary or not, made known to or discovered by during the performance of or in connection with this Agreement for MCERA, will be kept confidential and not be disclosed to any other person. EMPLOYEE agrees to immediately notify MCERA by written notice if requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement.

9. Nonassignability. EMPLOYEE shall not during the term of this Agreement make any assignment or delegation of any of its provisions without the prior written consent of MCERA, and any attempt to make such an assignment or delegation shall be void.

10. Compliance with Law. EMPLOYEE shall, during his employment, comply with all laws and regulations applicable to such employment. Any act or omission of EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving MCERA of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination.

11. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement, pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

**Mendocino County Employees'
Retirement Association**

By: _____
Shari Schapmire
Board of Retirement Chair

James M. Andersen

By: _____
Signature

Name and Address of Employee:

James M. Andersen

494 Luce Ave.

Ukiah CA 95482

Approved as to Form:

By: _____
Jeff Berk
MCERA Legal Counsel