

**COUNTY OF MENDOCINO**

**CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT**

This Agreement is entered into this 12<sup>th</sup> day of July, 2022, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Darcie Antle, an individual, hereinafter referred to as "EMPLOYEE".

Pursuant to Mendocino County Resolution No. 10-006 and Mendocino County Code Section 3.16.100(C), COUNTY appoints EMPLOYEE and EMPLOYEE accepts appointment by the County Board of Supervisors as Chief Executive Officer upon the following terms and conditions:

**1. DUTIES AND RESPONSIBILITIES:**

The purpose of this AGREEMENT is to retain EMPLOYEE to be the County Chief Executive Officer to perform duties and responsibilities set forth by Mendocino County Code Section 2.28.050 and as otherwise directed by the Mendocino County Board of Supervisors.

In performance of duties EMPLOYEE will devote time, ability, and attention equivalent to the professional effort necessary to fulfill EMPLOYEE's duties. EMPLOYEE's duties will require flexibility in work hours and location of work. EMPLOYEE shall maintain regular telephonic and e-mail hours. EMPLOYEE also will endeavor to be in Mendocino County for Board of Supervisors meetings or other derivative Board meetings or necessary meetings prescheduled for the County Chief Executive Officer.

EMPLOYEE shall perform the duties required hereunder in accordance with all local, state, and federal laws applicable to County operations.

**2. TERM OF AGREEMENT:**

The term of this Agreement shall be for a period of four (4) years commencing on July 12, 2022 and shall continue in full force and effect through July 12, 2026.

**3. AT-WILL APPOINTMENT:**

EMPLOYEE's appointment as County Chief Executive Officer is an at-will appointment as that term is defined by Labor Code section 2922. EMPLOYEE shall accrue no property rights in EMPLOYEE's employment with COUNTY under this AGREEMENT. EMPLOYEE is not entitled to any due process prior to termination of this AGREEMENT by COUNTY or to any due process rights post-termination of this AGREEMENT by COUNTY.

#### **4. COMPENSATION:**

COUNTY, in consideration of the covenants, agreements, and stipulations agreed to by EMPLOYEE as set forth herein, hereby agrees to provide the following compensation and benefits to EMPLOYEE during the time of EMPLOYEE's employment with the COUNTY.

Nothing in this agreement affects any accruals employee has acquired as result of past employment.

##### **A. Salary:**

COUNTY shall pay EMPLOYEE an annual salary as follows:

1. Annual salary will be Two Hundred Thousand Dollars (\$200,000.00), payable on a biweekly basis. Salary evaluated upon annual review.

In the event EMPLOYEE's employment is terminated, EMPLOYEE resigns, or EMPLOYEE's employment otherwise ends or is modified, EMPLOYEE will only receive the portion of the total salary that EMPLOYEE earned based upon the time period in which EMPLOYEE was employed as Chief Executive Officer prior to termination, resignation, other separation, or modification of employment.

##### **B. Retirement:**

EMPLOYEE will be enrolled in the Mendocino County 1937 Retirement Act Plan in accordance with plan requirement.

##### **C. Benefits:**

COUNTY agrees to provide the same benefits (including retirement) as defined in the Mendocino County Department Head Memorandum of Understanding BOS Agreement No. 19-267.

COUNTY shall pay for EMPLOYEE's professional dues for membership in ICMA and CACE. COUNTY will pay for related conference travel for activities associated with such membership as approved in the annual budget process.

COUNTY will also provide EMPLOYEE with a car allowance in the amount of \$400 per month less appropriate IRS deductions as required by the Auditor for County-related travel. In addition, EMPLOYEE shall receive compensation for mileage at a rate to be determined by the Auditor's office for travel outside of the County of Mendocino and in accordance with the County Travel Policy.

##### **D. Paid Leave:**

COUNTY agrees to provide the same leaves and absences as defined in the Mendocino County Department Head Memorandum of Understanding BOS Agreement No. 19-267 and County Code.

When an EMPLOYEE terminates, the accrual of vacation shall cease as of the last day of work, except when an EMPLOYEE is on paid sick leave. Upon separation from employment, EMPLOYEE shall be paid for all accrued vacation hours.

Upon retirement from the County, EMPLOYEE shall be credited with unused sick leave accruals in accordance with County Code and Retirement System rules.

**E. Health and Life Insurance Benefits:**

EMPLOYEE is eligible to enroll in the medical, prescription, vision and dental health insurance plan. COUNTY agrees to pay 75% of the premium for enrollment in the County Health Insurance Plan. Enrollment in the County Health Insurance Plan includes \$50,000 Life Insurance and \$5,000 Accidental Death and Dismemberment Insurance.

The contributions to health insurance premium may be increased in an amount necessary to pay for "health care industry cost trends" as determined by the health system actuary, utilizing the same share-of-cost ratio.

**5. EMPLOYEE PERFORMANCE EVALUATION:**

COUNTY, through the Board of Supervisors, shall review and evaluate EMPLOYEE's performance in July of each year starting July 2023, unless the Board of Supervisors determines a more frequent performance review is necessary.

**6. TERMINATION:**

The Chief Executive Officer shall be removed from her position in accordance with procedures and requirements in Mendocino County Code Section 2.28.060.

**7. SEVERANCE:**

A. The CEO shall be entitled to severance pay, under any of the following circumstances:

1. The Board of Supervisors and CEO agree to a termination of the CEO without cause.

2. The Board of Supervisors elects to terminate the CEO pursuant to Mendocino County Code Section 2.28.060 without evidence to terminate with cause, including, because of a criminal conviction, criminal plea bargain, or adverse State Attorney General, Grand Jury, or Fair Political Practice Commission determination involving any felony, intentional tort, crime of moral turpitude, or violation of statute or law constituting forfeiture of office, misconduct in office, misuse of public funds, or conflict of interest or similar acts constituting misfeasance or malfeasance in office.

The CEO shall not be entitled to severance pay, except under Section 7(A).

- B. Severance pay shall be equal to three (3) months' salary at the then current base salary rate and shall be paid in a lump sum to be included in the final payroll check.
- C. If the CEO is unable to perform requisite duties expected under this Agreement because of sickness, accident, physical or mental incapacity, or health with reasonable accommodation, following exhaustion of FMLA/CFRA leave entitlements and accumulated sick leave/vacation accrual, then the Board of Supervisors shall have the option to terminate this Agreement and notwithstanding the provisions of Section 7(A) above, the CEO shall not be entitled to severance pay. If the CEO is terminated because of permanent disability, CEO shall be compensated in a lump sum for any accrued benefits to the extent such compensation is required by law.

#### **8. ENTIRE AGREEMENT:**

This AGREEMENT constitutes the entire agreement between the parties regarding the terms and conditions of employment, and there are no agreements between the parties relating to the subject matter other than those set forth or expressly incorporated into this AGREEMENT. This AGREEMENT supersedes all prior representations or agreements relating to the subject matter and may be changed only by an agreement in writing signed by both parties.

#### **9. MODIFICATION, AMENDMENT, WAIVER:**

No modification or amendment of any provisions of this AGREEMENT shall be effective unless approved in writing and signed by duly authorized representative of COUNTY and EMPLOYEE. The failure of COUNTY or EMPLOYEE to enforce any of the provisions of this AGREEMENT shall in no way be construed as a waiver

of such provisions and shall not affect the right of either party thereafter to enforce each and every provision in accordance with its terms.

**10. INTEREST OF CONTRACT EMPLOYEE:**

EMPLOYEE hereby declares that EMPLOYEE has no interest, directly or indirectly, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that EMPLOYEE shall not in the future acquire any such interest. EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code section 1090, and provisions of the Political Reform Act found in Government Code section 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

**11. INDEMNIFICATION:**

For purposes of indemnification and defense of legal actions, EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

**12. SEVERABILITY:**

It is the desire of the parties that this AGREEMENT be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this AGREEMENT be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the AGREEMENT, which shall be severable, and shall remain in force and not be affected thereby.

**13. GOVERNING LAW:**

This AGREEMENT has been negotiated and entered into in State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

**14. COUNTERPARTS:**

This AGREEMENT may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this AGREEMENT received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

**15. TIME:**

Time is of the essence.

**16. NOTICES:**

All notices that are required to be given by one party to the other under the Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice in writing, to the other party.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

*Christopher*  
DEPARTMENT HEAD                      DATE

07/07/2022

Budgeted:  Yes     No

Budget Unit: 1020

Line Item: \_\_\_\_\_

Grant:  Yes     No

Grant No.: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: *Darcie Antle*

Date: 07/07/2022

**NAME AND ADDRESS OF CONTRACTOR:**

Darcie Antle

\_\_\_\_\_

\_\_\_\_\_

**COUNTY OF MENDOCINO**

By: *TW*  
Ted Williams, Chair  
BOARD OF SUPERVISORS

Date: 07/13/2022

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**ATTEST:**

DARCIE ANTLE, Interim Clerk of said Board

By: *Araya*  
Deputy                      07/13/2022

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Interim Clerk of said Board

By: *Araya*  
Deputy                      07/13/2022

**COUNTY COUNSEL REVIEW:**

**APPROVED AS TO FORM:**

Christian Curtis,  
County Counsel

By: *Christian M. Curtis*  
Deputy

Date: 7/7/2022

**INSURANCE REVIEW:**

By: *Darcie Antle*  
Risk Management

Date: 07/07/2022

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: *Sara*  
Deputy CEO or Designee

Date: 07/07/2022