

COUNTY OF MENDOCINO

CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

This Agreement is entered into on March 12, 2024, 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 continues the appointment of EMPLOYEE and EMPLOYEE accepts appointment by the Mendocino County Board of Supervisors ("BOS") as Chief Executive Officer ("CEO") upon the following terms and conditions:

1. DUTIES AND RESPONSIBILITIES:

The purpose of this AGREEMENT is to continue the appointment of EMPLOYEE as 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 BOS.

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 BOS meetings or other derivative BOS 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 two (2) years and four (4) months commencing on March 12, 2024, 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 in positions other than that of CEO.

A. Salary:

COUNTY shall pay EMPLOYEE as follows:

1. Effective the first full pay period after March 12, 2024, EMPLOYEE's annual salary shall be Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) payable on a biweekly basis.
2. If EMPLOYEE substantially completes the performance goals outlined in EMPLOYEE's 2024 performance evaluation and agreed to by EMPLOYEE and if any goals remain, EMPLOYEE shows work in progress, a plan and timeline for completion for the remaining goals, then effective the first full pay period after EMPLOYEE'S performance evaluation in June 2025, Employee's annual salary shall be Two Hundred Fifty Thousand Dollars (\$250,000) payable on a biweekly basis. The BOS has the sole and exclusive judgement of whether the performance measures set forth in this subsection are met.
3. The BOS shall conduct EMPLOYEE's performance evaluation no later than June 30, 2025.
4. If EMPLOYEE fails to meet the performance requirement set forth in subsection 2. of this section, EMPLOYEE's salary will remain at Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) payable on a biweekly basis.

B. Retirement:

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

C. Benefits:

Except as expressly provided herein, COUNTY agrees to provide the same benefits (including retirement) as defined in the Mendocino County Department Head Memorandum of Understanding. If the Department Head Memorandum

of Understanding is no longer valid the CEO will receive benefits received by unrepresented employees.

D. Professional Memberships:

COUNTY shall pay 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.

E. Automobile Allowance:

COUNTY will also provide EMPLOYEE with an automobile 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.

F. Paid Leave:

COUNTY agrees to provide the same leaves and absences as defined in the Mendocino County Department Head Memorandum of Understanding.

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

5. EMPLOYEE PERFORMANCE EVALUATION:

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

6. TERMINATION:

The Chief Executive Officer may 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 if the BOS and CEO agree to a termination of the CEO without cause pursuant to Mendocino County Code Section 2.28.060.

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- B. If the BOS elects to terminate the CEO for cause, including but not limited to 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.
 - C. 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.
 - D. 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 BOS 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 a 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 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 the 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:

DEPARTMENT HEAD

DATE

03/06/2024

Budgeted: ☒ Yes ☐ No

Budget Unit: 1020

Line Item:

Grant: ☐ Yes ☒ No

Grant No.:

CONTRACTOR/COMPANY NAME

By:

Darcie Antle

NAME AND ADDRESS OF CONTRACTOR:

Darcie Antle

COUNTY OF MENDOCINO

By:

Maureen Mulheren, Chair
BOARD OF SUPERVISORS

Date:

ATTEST:

DARCIE ANTLE, Clerk of said Board

By:

Deputy

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

DARCIE ANTLE, Clerk of said Board

By:

Deputy

INSURANCE REVIEW:

By:

Darcie Antle
Risk Management

Date:

03/06/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:

County Counsel

Date:

03/06/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO or Designee

Date:

03/06/2024