

COUNTY OF MENDOCINO
COUNTY COUNSEL
EMPLOYMENT AGREEMENT

This Agreement is entered into this **25th day of June, 2024**, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **CHARLOTTE E. SCOTT**, an individual, hereinafter referred to as "EMPLOYEE".

Pursuant to Government Code sections 27640 and 27641, COUNTY appoints EMPLOYEE and EMPLOYEE accepts appointment by the County Board of Supervisors ("Board") to the office of County Counsel upon the following terms and conditions:

1. DUTIES AND RESPONSIBILITIES:

The purpose of this AGREEMENT is to retain EMPLOYEE to be the County Counsel to perform the duties and responsibilities of that office as set forth by state law and County Code, and those contained in the County classification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the County Board of Supervisors.

EMPLOYEE shall perform the duties required hereunder and shall effectively communicate with the Board of Supervisors and the County Chief Executive Officer while performing the duties required hereunder in a timely manner, in accordance with all local, state, and federal laws applicable to County operations.

2. TERM OF AGREEMENT:

A. Consistent with Government Code section 27641, the term of this Agreement shall be for a period of four (4) years commencing on **July 7, 2024**, and shall continue in full force and effect through **July 6, 2028**.

B. At the expiration of the term of this Agreement, EMPLOYEE'S employment shall automatically terminate, unless otherwise mutually extended by the parties.

C. EMPLOYEE acknowledges, understands, and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution, or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant Employee any right or claim to continued employment with COUNTY.

3. 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 a result of EMPLOYEE's continuous employment with the County since June 6, 2016. For the purposes of calculating any compensation and benefits due to EMPLOYEE under subsection C., EMPLOYEE's start date will be June 6, 2016.

A. Salary:

1. COUNTY shall pay EMPLOYEE an annual salary as follows:

Effective **July 7, 2024** EMPLOYEE'S annual salary will be **\$200,000.00** for the County Counsel classification, which is **\$7,692.31** payable on a biweekly basis. EMPLOYEE shall also receive the Cost of Living Adjustments (COLA) currently provided in Section 3.1.1. of Resolution 24-074 and shall receive any future Cost of Living Adjustments provided to Unrepresented Employees pursuant to Resolution 24-074, as it now exists and as it may be amended.

EMPLOYEE may increase in salary at the Board's discretion, and if the Board determines that Employee is eligible for an increase based upon annual performance evaluations.

Pursuant to Resolution 24-074, as it now exists and as it may be amended, the Board of Supervisors may, by resolution, and at its discretion, increase the salary for the County Counsel classification.

In the event EMPLOYEE'S employment is terminated pursuant to Section 5 of this Agreement, EMPLOYEE resigns, or EMPLOYEE's employment otherwise ends or is modified, prior to the expiration of the four-year term, EMPLOYEE will only receive the portion of the total salary that EMPLOYEE earned based upon the time period in which EMPLOYEE was employed as County Counsel prior to termination, resignation, other separation, or modification of employment.

B. Retirement:

1. EMPLOYEE will be enrolled in the Mendocino County 1937 Retirement Act Plan in accordance with plan requirements.
2. EMPLOYEE acknowledges and agrees that the COUNTY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to EMPLOYEE'S salary and benefits. EMPLOYEE

further acknowledges and agrees that the Mendocino County Employees' Retirement Association ("MCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

C. Benefits:

1. EMPLOYEE shall receive the benefits outlined in Resolution No, 24-074, the Unrepresented Employees Compensation and Benefits Resolution (Attached as Exhibit B), as it now exists and as it may be amended. To the extent there is a conflict between this agreement and the Unrepresented Employees Compensation and Benefits Resolution, the terms of this Agreement shall control.

D. Paid Leave:

1. COUNTY agrees to provide the same leaves as defined in the Unrepresented Employees Compensation and Benefits Resolution, as it now exists and as it may be amended, and County Code, as it now exists and as it may be amended.

2. When EMPLOYEE'S employment is terminated, 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 accrued vacation hours.

3. 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:

1. EMPLOYEE is eligible to enroll in the medical, prescription, vision, and dental health insurance plan. The COUNTY contribution rates shall be as established in the Unrepresented Employees Compensation and Benefits Resolution, as it now exists and as it may be amended.

2. COUNTY contribution rates may increase or decrease based on the annual renewal premium received from the health plan broker, contribution rates will be evaluated yearly.

3. Enrollment in the County Health Insurance Plan includes \$50,000 Life Insurance and \$5,000 Accidental Death and Dismemberment Insurance.

4. EMPLOYEE PERFORMANCE EVALUATION:

COUNTY, through the Board of Supervisors, shall review and evaluate EMPLOYEE'S performance annually, unless the Board of Supervisors determines a more frequent performance review is necessary.

5. TERMINATION OF EMPLOYMENT:

EMPLOYEE'S employment may be terminated during the four-year term of this office in accordance with Government Code section 27641.

The parties acknowledge the statutory authority of the Board of Supervisors, pursuant to Government Code section 25303, to investigate alleged improprieties of EMPLOYEE, as stated in the decision of *Guarino v. County of Siskiyou*, 21 Cal. App. 5th 1170 (2018), and the Board may take actions in accordance with such legal authority, separate and independent from Government Code section 27641.

6. RESIGNATION BY EMPLOYEE:

A. EMPLOYEE may terminate employment at any time by delivering to the Board of Supervisors a written resignation. Such resignation shall be irrevocable and shall be effective not earlier than thirty (30) calendar days following delivery, unless waived by the Board of Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors or with its approval, the originally scheduled date of separation may be extended for any agreed-upon period of time.

B. From the date upon which EMPLOYEE submits a written resignation until the actual date upon which the resignation becomes effective, EMPLOYEE shall continue to devote full-time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY in orienting EMPLOYEE'S replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the COUNTY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE'S employment.

7. 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.

8. 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 representatives 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.

9. 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.

10. 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.

11. 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 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.

12. 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.

13. 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.

14. TIME:

Time is of the essence.

15. 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.

Board of Supervisors
501 Low Gap Road, Room 1010
Ukiah CA 95482

Charlotte E. Scott
501 Low Gap Road, Room 1030
Ukiah, CA 95482

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement on the dates indicated below.

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle

DEPARTMENT HEAD

DATE

06/17/2024

Budgeted: ☒ Yes ☐ No

Budget Unit: 1210

Line Item: 861011

Grant: ☐ Yes ☒ No

Grant No.: _____

EMPLOYEE

By: Charlotte Scott

Date: 06/17/2024

NAME AND ADDRESS OF EMPLOYEE:

Charlotte Scott

COUNTY OF MENDOCINO

By: Maureen Mulheren

Maureen Mulheren, Chair
BOARD OF SUPERVISORS

Date: 06/25/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Aray
Deputy 06/25/2024

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: Aray
Deputy 06/25/2024

INSURANCE REVIEW:

By: Darcie Antle

Risk Management

Date: 06/17/2024

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

James Ross,
Interim County Counsel

By: Man / Kim
Deputy

Date: 06/17/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Chris
Deputy CEO

Date: 06/17/2024

County of Mendocino

County Counsel

The Position

JOB SUMMARY:

Under direction from the Board of Supervisors, the County Counsel provides legal advice, assistance, and representation in civil legal matters to the Board of Supervisors, County Officers, all County departments and department heads, employees, special districts, various boards, and commissions, directs all activities of the County Counsel's Office, and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

This individual is responsible for the overall management and operation of the County Counsel's Office. The County Counsel is distinguished from Chief Deputy County Counsel by the degree of responsibility in overseeing the department and its strategic plan, directing legal services for the County and responsibility as legal advisor to the highest degree.

This position is appointed to a four-year term of office by the Board of Supervisors pursuant to Government Code 27641.

SUPERVISION EXERCISED:

Supervises subordinate staff.

Examples of Duties and Essential Job Functions

All responsibilities may not be performed by all incumbents.

- Plans long-range goals, objectives, organizational structure, and overall direction for the department.
- Plan, organize, manage, direct, and oversee the fiscal and personnel management functions of the department. Selects, supervises, trains, evaluates subordinate staff.
- Monitors and communicates policies, procedures, and standards for the department to identify and correct deficiencies or problems.
- Attends meeting and provides legal counsel and representation to the County, its boards and commissions and department heads and joint powers authorities and commissions independent of the County and special districts. Attend all Board of Supervisors meetings as legal advisor.
- Studies, interprets and applies statutes, ordinances, court decisions and legal opinions in the preparation of opinions, pleadings and briefs.
- Drafts ordinances, resolutions, contracts, policies, and similar documents and legal instruments.
- Assists in the negotiation and drafting of contracts; advises client with respect to legal ramifications of contracting.
- Acts as attorney for the County and its officers and employees in civil actions instituted by or brought against them.
- Maintains and upgrades professional knowledge, skills, and development by attending seminars, training programs, and reading trade and professional journals and publications.
- Conducts client workshops with respect to legal topics.

- Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

General Office Equipment Computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Juris Doctorate degree from an accredited law school; and,

At least five (5) years of experience in a California County Counsel's Office, California City Attorney's Office, or other California governmental civil law practice; or

At least one year of experience equivalent to an Assistant County Counsel in Mendocino County; or

An equivalent combination of directly related education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

Licensed to practice law in the State of California

Knowledge, Skills, and Abilities

Knowledge of:

- Principles and practices regarding the practice of law in the State of California.
- Applicable state, federal and local ordinances, laws, rules, and regulations.
- Budgetary principles and practices.
- Administrative principles and practices, including goal setting and implementation.
- Administration of staff and activities, either directly or through subordinate supervision.
- Computer applications and hardware related to performance of the essential functions of the job.
- Recordkeeping, report preparation, filing methods and records management techniques.
- Methods and techniques of research, statistical analysis, and report presentation.

Skill in:

- Planning, organizing, assigning, directing, reviewing, and evaluating the work of staff.
- Selecting and motivating staff and providing for their training and professional development.
- Preparing clear and concise reports, correspondence, and other written materials.
- Using tact, discretion, initiative, and independent judgment within established guidelines.
- Analyzing and resolving office administrative situations and problems.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures, and protocols.
- Communicating clearly and effectively, both orally and in writing.
- Analyzing written reports and legal documents.

Ability to:

- Establish and maintain effective working relationships with a variety of individuals.
- Write reports, briefs, contracts, opinions and/or other documents.
- Analyze situations effectively, interpret and apply laws and regulations and recommend effective courses of action.
- Speak effectively before groups and respond to questions.
- Read, analyze and interpret professional periodicals and journals, technical procedures, and government regulations.
- Establish and maintain effective working relationships with others.

Other Information

Physical Demands and Work Environment:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is regularly required to stand; walk; use hands to finger, handle, or feel; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

Work is performed in a normal office environment with little exposure to outdoor temperatures or dirt and dust. The incumbent's working conditions are typically moderately quiet but may be loud at times and at some locations.

Incumbents may be required to work weekends, special events, on-call, or outside of normal work schedule.

Incumbents who drive on County business to carry out job-related duties must possess and maintain a valid California driver's license upon hire for the class of vehicle driven and meet automobile insurability requirements of the County.

Disaster Service Worker - Pursuant to California Government Code Section 3100-3109, all public employees are declared disaster service workers subject to disaster service activities as may be assigned to them in the event of fire, flood, earthquake, or other natural or manmade disaster.

ADDITIONAL INFORMATION:

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

CLASS TITLE: COUNTY COUNSEL
CLASS CODE: 7019
DEPARTMENT: COUNTY COUNSEL
REPORTS TO: BOARD OF SUPERVISORS
FLSA STATUS: E
CIVIL SERVICE: NO
BARGAINING UNIT: UNREPRESENTED

Exhibit B
RESOLUTION NO. 24-074

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS (1) ADOPTING A COMPENSATION AND BENEFITS RESOLUTION ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED EMPLOYEES, ELECTED DEPARTMENT HEADS, AND ELECTED OFFICIALS AS DETERMINED BY THE BOARD OF SUPERVISORS, AND (2) RESCINDING RESOLUTION NO. 10-006 (AND ALL SUBSEQUENT AMENDMENTS TO RESOLUTION 10-006) AND THE SPECIFIC PROVISIONS IN RESOLUTION 17-189 THAT LINKED THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THESE EMPLOYEES TO THE MENDOCINO COUNTY DEPARTMENT HEADS UNIT

WHEREAS, on January 5, 2010, the Board of Supervisors rescinded Resolution No. 92-209 and adopted Resolution No. 10-006 to address specific terms and conditions of employment for certain unrepresented management employees and exempted elected officials as identified in that resolution; and

WHEREAS, Resolution No. 10-006, among other things, designates and makes applicable to certain identified unrepresented management employees those specific terms and conditions of employment as have been afforded to the Mendocino County Department Heads Unit; and

WHEREAS, the Board of Supervisors has made the terms and conditions of employment afforded to the Mendocino County Department Heads Unit applicable to additional unrepresented management employees by amending Resolution 10-006 through the adoption of the following resolutions: Resolution No. 13-109, adopted November 5, 2013; Resolution No. 17-128, adopted September 12, 2017; Resolution 17-180, adopted December 5, 2017; Resolution No. 17-197, adopted December 19, 2017; Resolution No. 18-045, adopted March 27, 2018; Resolution No. 18-048, Resolution No. 18-078, adopted June 5, 2018; adopted March 27, 2018; Resolution No. 18-149, adopted October 2, 2018; and Resolution No. 18-150, adopted October 2, 2018; and Resolution No. 19-141, adopted March 12, 2019; and Resolution No. 19-204, adopted July 9, 2019; and Resolution No. 19-392, adopted November 19, 2019; and Resolution No. 19-394, adopted December 10, 2019; and Resolution No. 20-162, adopted November 17, 2020; Resolution No. 21-081, adopted June 8, 2021; and Resolution No. 22-055, adopted March 1, 2022; and Resolution No. 22-216, adopted November 1, 2022; and

WHEREAS, on December 19, 2017, the Board of Supervisors adopted Resolution No. 17-189, providing, among other things, that as of December 13, 2017, elected Department Heads (Auditor-Controller, Assessor-Clerk Recorder, and Treasurer-Tax Collector) and elected officials (District Attorney and Sheriff) will receive all eligible benefits included in the current Department Head Memorandum of Understanding; and

WHEREAS, it is the intent of the Board of Supervisors to rescind Resolution No. 10-006, and all subsequent amendments thereto, which made applicable to certain identified unrepresented management employees the specific terms and conditions of employment afforded to the Mendocino County Department Heads Unit; and

WHEREAS, it is the intent of the Board of Supervisors to rescind the specific provisions in Resolution 17-189, which provided that elected department heads and elected officials will receive all eligible benefits included in the current Department Head Memorandum of Understanding; and

WHEREAS, it is the intent of the Board of Supervisors that the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to this Resolution, shall be determined by the Board of Supervisors and shall not be linked to the terms and conditions of employment afforded to the Mendocino County Department Heads Unit or any other bargaining unit; and

WHEREAS, the Board of Supervisors intends this resolution to confer specific terms and conditions of employment to the unrepresented employees, elected department heads, and elected officials identified in Attachment A to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts a Compensation and Benefits Resolution, identified as Attachment A, and incorporated herein, establishing the terms and conditions of employment for unrepresented employees, elected department heads, and elected officials identified in Attachment A. It is the intent of the Board of Supervisors that the specific terms and conditions of employment in Attachment A will be self-executing based on existing and future Salary Resolutions as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED, that should the Board of Supervisors approve a specific employment contract with any of the unrepresented employees, elected department heads, and elected officials identified in Attachment A, the terms of any such employment contract shall control any provisions in Attachment A.

BE IT FURTHER RESOLVED, that the Mendocino County Board of Supervisors hereby rescinds Resolution No. 10-006, and all subsequent amendments thereto, which made applicable to certain unrepresented management employees the specific terms and conditions of employment afforded to the Mendocino County Department Heads Unit.

BE IT FURTHER RESOLVED, that the Mendocino County Board of Supervisors hereby rescinds the specific provisions in Resolution 17-189, which provided that elected department heads and elected officials will receive all eligible benefits included in the current Department Head Memorandum of Understanding.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 7th day of May, 2024, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde and Williams
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board


Deputy

APPROVED AS TO FORM:
JAMES R. ROSS
Interim County Counsel




MAUREEN MULHEREN, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board


Deputy

COUNTY OF MENDOCINO

**UNREPRESENTED EMPLOYEES
COMPENSATION AND BENEFITS
(ATTACHMENT A – RESOLUTION No. 24-074)**

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UNREPRESENTED EMPLOYEES COMPENSATION AND BENEFITS RESOLUTION

SECTION 1 – TITLE

This Resolution Number 24-074 shall be known as the Unrepresented Employees Compensation and Benefits Resolution of the County of Mendocino. The provisions of this Resolution may be superseded in whole or in part by subsequent resolutions adopted by the Board of Supervisors of Mendocino County. Each such resolution shall be effective on the first day of the County pay period next succeeding its adoption unless such resolution provides otherwise. Any provision of Resolution No. 24-074 superseded by subsequent resolution of the Board of Supervisors shall be deemed repealed upon the effective date of the superseding resolution.

The Board of Supervisors reserves the right and ability to amend any of the provisions of this Resolution at any time, including, but not limited to, the right and ability to decrease or terminate any compensation and benefits provided in this Resolution.

To the extent any provision of this Resolution may be inconsistent or in conflict with applicable state or federal law or County ordinance, the provisions of such state or federal law or County ordinance shall control.

This Resolution is designed to work in conjunction with all other official Mendocino County employment policies and shall be construed to work in harmony with such policies. To the extent there is an irreconcilable conflict between this Resolution and a Mendocino County employment policy on a specific subject matter, the Mendocino County policy addressing the specific subject matter shall control.

SECTION 2 – APPLICABILITY

2.1. Services

The provisions of this Resolution shall apply to the unclassified services of the County of Mendocino.

2.2. Employees

The provisions of this Resolution apply only to employees in positions specifically exempted from County classified service by Mendocino County Code Section 3.16.100 and are not represented by a recognized employee organization. Attachment A provides a list of classification titles of which this Resolution applies.

The provisions of this Resolution also apply to department heads and executive officials, including elected department heads and elected officials, who are not represented by a recognized employee organization, are not under an individual employment contract with the County, and/or are specifically excluded by Board of Supervisors resolution or by law.

"Unrepresented employee" shall mean those employees in positions applicable to this Resolution. When used in Sections 3 through 9 the term "employee" shall mean Unrepresented employee.

The term "unrepresented employee" does not include the Board of Supervisors.

SECTION 3 – ADMINISTRATION OF COMPENSATION

3.1. Salary Provision

3.1.1 Salary Adjustments

(a) General Authority. The Board of Supervisors shall establish, by resolution, the salaries of Unrepresented Employees. Except for the Salary Adjustment for Non-Elected Unrepresented Employees noted at Section 3.1.1(b) below, such actions shall be adopted by the Board by resolution separate from this Resolution.

(b) Salary Adjustment for Non-Elected Unrepresented Employees. Effective the first full pay period following Board of Supervisors approval of this Resolution, non-elected Unrepresented employees will receive a 1% Cost of Living adjustment (COLA) increase to base salary.

For those classifications identified as being below market in the County's 2023 total compensation study (the "2023 Compensation Study") effective the first full pay period following July 1, 2024, non-elected Unrepresented employees in those classifications shall receive one-half of the market salary increase designed to bring them to one hundred percent (100%) of market determined by the 2023 Compensation Study.

For those classifications identified as being below market in the 2023 Compensation Study, effective the first full pay period following July 1, 2025, non-elected Unrepresented employees in those classifications shall receive the remaining one-half of the market salary increase designed to bring them to one hundred percent (100%) of market determined by the 2023 Compensation Study.

The Board may, by separate resolution, make future salary adjustments for non-elected unrepresented employees.

(c) Salary Adjustments for Elected Unrepresented Employees. Salary adjustments for elected unrepresented employees shall be done by the Board of Supervisors by separate resolution.

3.1.2. Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum pay step, and advancement to pay steps greater than the minimum pay step shall be within the limits of the salary scale for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum pay step, employment of individuals for employment at a higher pay step than the minimum may be authorized upon recommendation of the appointing authority with the approval of the Human Resources Director and Chief Executive Officer, because of exceptional qualifications or experience higher than the minimum qualifications possessed by the applicant, or because of recruiting difficulties.

3.2. Longevity Increase

Employees who complete multiple years of continuous County employment, which is a period of employment without a break in service, shall receive a longevity increase to the base rate of pay based on the following:

- After completion of seven (7) years of continuous County employment, the employee shall receive a 2.5% increase to the base rate of pay.
- After completion of ten (10) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 5% increase to the base rate of pay.
- After completion of fifteen (15) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 7.5% increase to the base rate of pay.
- After completion of twenty (20) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 10% increase to the base rate of pay.

3.3. Deferred Compensation Plan

In connection with deferred compensation programs offered by the County, the County shall contribute to such deferred compensation programs an amount on behalf of each employee electing to participate in the deferred compensation programs equal to the amount contributed by that employee from his or her own salary but not to exceed a total of 4% of the employee's salary.

The County deferred compensation contribution match shall be made on a bi-weekly basis and shall be consistent with the current laws and regulation governing deferred compensation contributions, including but not limited to Government Code Section 7522.10(g) of the California Public Employees' Pension Reform Act of 2013.

SECTION 4 – EXPENSES, MATERIALS AND REIMBURSEMENTS

4.1. Education, Training and Health Stipend

Each Unrepresented employee shall be provided \$1500.00 per fiscal year (July to June) in the form of a taxable Education, Training and Health Stipend for expenses associated with the following: education, training, travel, computer equipment, software and other supplies and equipment; health club dues and fees and equipment intended to maintain good health and fitness.

The stipend shall be divided equally into four quarterly payments and shall be automatically included in the last paycheck issued in September, December, March, and June, as long as the employee remains an Unrepresented employee at the time of the quarterly payment.

This stipend will be taxable per IRS regulations and no receipts or claim forms are required.

The goals of this Program are the increased professional and personal competence, education, training, skills, health, benefit and well-being of employees. The payments do not depend on hours worked, services rendered, job performance, or other criteria that depend on the quality or quantity of the employee's work. Programs, courses, education, training, and services or materials that contribute to or advance these goals are appropriate expenditures. These monies are not to be taken from the particular departmental funds.

An employee shall not be required to purchase necessary workplace equipment using these funds. The County shall not be responsible for maintaining any items purchased with these funds.

4.2. Mileage Reimbursement

An Unrepresented employee who is authorized to and does provide a motor vehicle for travel required of the employee in the performance of official duty shall be reimbursed at the standard IRS business mileage rate. Mileage reimbursements must be submitted in accordance with Mendocino County Policy #18, Travel and Meal Policy.

4.3. Automobile Allowance

The Automobile Allowance created by this Resolution is extended to Unrepresented County executive employees (department heads) and executive officials as denoted in Appendix A.

Individuals serving as interim, acting, or temporary department heads or executive officials, or as assistant department heads or executive officials may petition the appointed CEO or designee for eligibility for an automobile allowance. In these cases, the individual can only receive the automobile allowance upon approval of the appointed CEO or designee and acceptance and approval of the Board of Supervisors.

The Automobile Allowance is use-based. Eligible employees who have a frequent and ongoing need to travel within the County for County business purposes may be provided the Automobile Allowance in lieu of requesting reimbursement for actual mileage in

accordance with the County's travel policy. Frequent and ongoing need to travel means the employee would typically need to travel intra-county on a weekly basis in the performance of their job.

4.3.1. Conditions of Electing to Receive the Automobile Allowance:

All eligible executive employees and officials may elect from the following options:

1. Receive an automobile allowance under the terms and conditions of this Agreement and Resolution; **or**
2. Continue to receive reimbursement for actual mileage expended on County business for intra-County travel as well as outside of the County travel, as set forth in the County's travel policy; and/or receive usage of a County vehicle for business travel; in accordance with the County travel policy and vehicle use policy.

While an eligible executive employee or official who elects to receive an automobile allowance may continue to be reimbursed or use County vehicles, for travel outside Mendocino County in accord with County policies; the employee or official may not be reimbursed for travel within the county, nor may the employee or official use a County vehicle for normal business travel within the County.

Electing this option does not affect the employee's or official's ability to use County trucks, vans, 4x4's or other utility vehicles for appropriate utilitarian, emergency, or extraordinary use. The intent of this section is to prevent the abusive use of this benefit by electing to receive an automobile allowance yet continuing to use County vehicles on a daily, frequent or constant basis.

4.3.2. Electing to Receive an Automobile Allowance

An eligible executive employee or official must inform the Payroll Manager of their decision to receive an automobile allowance. The employee or official will receive the auto allowance beginning the next pay period after filing for this option.

4.3.3. Removal of Automobile Allowance

The County shall remove the automobile allowance for executive employees or officials who are placed on or take continuous extended leave for a period of two or more pay periods. Upon returning to work from extended leave and at the request of the executive employee or official, the automobile allowance can be reinstated effective on the next full pay period following their return.

4.3.4. Amount of the Automobile Allowance

Eligible executive employees and officials who elect to receive an automobile allowance shall receive \$250.00 [two-hundred fifty dollars] per month as a taxable allowance added to their paycheck.

SECTION 5 – HEALTH AND WELFARE BENEFITS

5.1. Health Insurance

5.1.1. Health Plan Description

The medical benefits shall be as contained in the County's health plan document as approved by the Board of Supervisors. Information on the County's current health plan may be found on the Executive Office website and is provided for information purposes only. To the extent the provisions on the County's website are inconsistent with official resolutions and documents approved by the Board of Supervisors and other applicable laws, such official resolutions and documents and applicable laws shall govern.

Employees may participate in the County's plans. Employees who can provide proof of enrollment in an alternate group health insurance may opt out of the County's plans. Employees who opt out of the County's plans shall not receive any County contribution to health insurance premiums. In the event their alternate insurance ceases, the employee will be allowed to re-enroll in the County plan pursuant to the provisions of the plan and applicable law.

5.1.2. Health Insurance Premiums

The County/employee cost sharing on health (vision, dental, medical) insurance premiums will continue in the amounts as set forth below. The County may reasonably delay implementation of any new premium increase and changes in order to assure appropriate administration and technical requirement for implementation.

County Contribution Rates 2024:

| | |
|--|--------|
| • County Employee Contribution for Gold & Silver (over \$52k) | 81.00% |
| • County Dependent Contribution for Gold & Silver (over \$52k) | 79.00% |
| • County Employee Contribution for Silver (under \$52k) | 83.25% |
| • County Dependent Contribution for Silver (under \$52k) | 79.00% |
| • County Employee Contribution for Bronze HDHP | 79.75% |
| • County Dependent Contribution for Bronze HDHP | 75.00% |

County 2024 contribution rates will sunset 12/31/24 - rates may increase or decrease based on the annual renewal premium received from the health plan broker, contribution rates will be evaluated yearly.

5.1.3. Domestic Partner

The County of Mendocino offers medical, dental and vision coverage for domestic partners as defined by Family Code Section 297 (as amended).

To be eligible the following conditions must be complied with:

Employees and their Domestic Partners must register with and be certified by the State of California.

The employee must provide a copy of the State Certification of Domestic Partner Registration at time of enrollment. Enrollment is completed through BenXcel, the County's online health benefits administration portal.

It is understood that the IRS does not (currently) recognize Domestic Partners as a spouse or dependent for federal income tax purposes. Therefore, it is understood that any additional taxes incurred by registering a Domestic partner will be the sole financial responsibility of the employee. The County of Mendocino will endeavor to implement any changes in the Domestic Partner tax law as they occur in a timely manner.

This benefit will terminate upon termination of the Domestic Partnership pursuant to Family Code Section 299.

5.2. Retirement Benefit

Unrepresented employees who work at least 80% of the full-time standard hours are eligible for retirement benefits as a member of the Mendocino County Employees Retirement Association (MCERA). Information on retirement benefits can be found on the MCERA website and is provided for information purposes only. To the extent the provisions on the MCERA website are inconsistent with official resolutions and documents approved by the MCERA Board of Retirement (and, when required by law, ratified by the Board of Supervisors) and other applicable laws, such official resolutions and documents and applicable laws shall govern.

5.3. Life Insurance Benefit

The County will provide a total of \$50,000 term life insurance for all Unrepresented employees.

SECTION 6 – HOLIDAYS

Pursuant to County Code § 3.04.190 the following are paid holidays. All employees occupying a permanent full-time or permanent part-time position shall receive their regular pay for these holidays:

- | | |
|----------------------------|--------------------------------|
| • January 1st | New Year's Day |
| • 3rd Monday in January | Martin Luther King, Jr Day |
| • 3rd Monday in February | President's Day |
| • Last Monday in May | Memorial Day |
| • July 4th | Independence Day |
| • 1st Monday in September | Labor Day |
| • 2nd Monday in October | Indigenous Peoples' Day |
| • November 11th | Veteran's Day |
| • 4th Thursday in November | Thanksgiving Day |
| • 4th Friday in November | Day following Thanksgiving Day |
| • December 25th | Christmas Day |

Every day designated by the President or the Governor of the State of California and formally recognized by the Board of Supervisors as a holiday, day of Thanksgiving, or of public mourning.

SECTION 7 – VACATION

7.1. Vacation Accrual

7.1.1. Full-Time Employees

Pursuant to County Code 3.04.150 every permanent full-time employee of the County of Mendocino shall be credited with forty (40) hours of paid vacation upon the completion of thirteen (13) bi-weekly pay periods of service. Thereafter, vacation shall accrue at the rate of 3.079 hours per pay period of service until the employee has completed three (3) years of service; thereafter, vacation shall accrue at the rate of 4.616 hours every pay period until the employee has completed eight (8) years of service; thereafter, vacation shall accrue at the rate of 6.157 hours per pay period until the employee has completed fifteen (15) years of service; thereafter, vacation shall accrue at the rate of 7.694 hours per pay period. Vacation accrual limit is 440 hours.

| Years of Pay Service | Accrual Rate | Hours | Maximum Accruals |
|-----------------------------|---------------------|--------------|-------------------------|
| 0 to 3 | 3.079 | 80 | 440 |
| >3 to 8 | 4.616 | 120 | 440 |
| >8 to 15 | 6.157 | 160 | 440 |
| >15 | 7.694 | 200 | 440 |

7.1.2. Vacation Accrual Upon Termination

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.

7.2. Cash Out for Vacation

Unrepresented employees may at their request receive compensation in lieu of unused vacation leave, not to exceed eighty (80) hours per fiscal year. Said compensation shall be paid to the employee following the submission of the request to the Human Resources Department. The amount of compensation paid to an employee shall be calculated at the employee's current rate of pay. Employee must submit an irrevocable election form no later than December 15 of the prior calendar year.

7.3. Flexible Time Off

For employees determined to be exempt from the Fair Labor Standards Act (FLSA), Flexible time off (FTO), computed at the direct rate of one times the hours worked beyond the regular forty (40) hour per week, may be accumulated to a maximum of 120 hours. This time is not accumulative from year to year and is not to be considered part of earned vacation accrual. Accumulated FTO hours may be taken by an employee as time off with pay upon the request of the employee and approval of the appointing authority. Unused accumulated FTO hours shall not be cashed out at any time and an employee separating

from County employment will not receive payment for unused FTO. The choice of using Flexible Time Off, Vacation Leave, or Personal Leave for an approved absence from work is at the election of the employee.

SECTION 8 – SICK LEAVE

8.1. Sick Leave Accrual Limit

Pursuant to County Code § 3.04.160 sick leave hours may be accrued without limit.

8.2. Family Sick Leave/Use for Domestic Violence Concerns

In addition to use by the employee for their own health condition or preventative care, in accordance with County Code § 3.04.160, employees shall be allowed to use accrued paid sick leave for the following purposes:

- a. Diagnosis, care or treatment of an existing health condition of, or preventive care for an employee's family member. The term "family member" means any of the following:
 - (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - (3) A spouse.
 - (4) A registered domestic partner.
 - (5) A grandparent.
 - (6) A grandchild.
 - (7) A sibling.
 - (8) A designated person, which means a person identified by the employee at the time the employee requests paid sick days. An employee shall be limited to one designated person per 12-month period.

The same procedures and verification standards used for personal sick leave shall be used for family sick leave.

- b. Paid sick leave which is designated as family sick leave shall normally be limited to a maximum of sixty-one (61) hours per calendar year. Additional accrued paid

sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head, or designee. In the case of a Department Head, such approval shall be by the Chief Executive Officer. In the case of the Chief Executive Officer, such approval shall be by the Chair of the Board of Supervisors.

- c. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

As a condition for the use of paid sick leave, the employee shall give reasonable advance notice of the employee's intention to take time off for any of the purposes identified above, unless advance notice is not feasible. When an unscheduled absence occurs, the County may require the employee to certify that the absence is a result of domestic violence, sexual assault, or stalking, in the form of a police report, a court order, or medical documentation. To the extent authorized by law, the County will maintain the confidentiality of any employee's request for time off under this subsection.

8.3. Sick Leave Credit at Retirement

Pursuant to County Code § 3.08.070, any employee who has accrued sick leave at the time of application for retirement is entitled to have credited one hundred percent (100%) of unused sick leave toward the employee's total County service for the purpose of calculating the retirement benefit. The amount of sick leave accrued as of the day of retirement shall in no case be used in calculating the minimum County service required to be eligible for County retirement.

8.4. Use of 8 Hours Sick Leave for Wellness Programs

Up to eight (8) hours of sick leave per calendar year may be used by an employee for the purpose of attending an approved County Wellness program.

To use sick leave the employee must have a balance of 40 hours of sick leave accrued at the time the leave is used to attend the Wellness program.

SECTION 9 – MISCELLANEOUS LEAVES OF ABSENCE

9.1. Bereavement Leave

Employees who suffer a death in their immediate family may be allowed five (5) days of bereavement leave for each instance. The five (5) days may be used non-consecutively within three (3) months of the date of death of the family member and shall be considered paid leave.

9.1.1. Additional Days

Should an employee need additional time beyond five (5) days, the employee may use an additional two (2) days of accrued leave. Accrued leave for this purpose may

be flexible time-off, personal leave, vacation time, or sick leave (if applicable). Should the employee not have any such accrued leave, this absence may be considered leave without pay.

9.1.2. Immediate Family

For the purpose of this Section, “Immediate Family” is defined as the employee’s spouse, child, stepchild, grandchild, parent, brother, sister, grandparent, domestic partner or spouse’s or domestic partner’s parent, brother, sister or stepparent.

9.2. Personal Leave

All Unrepresented employees shall receive a maximum of 48 hours of Personal Leave per calendar year pursuant to this section. Upon hire, a new employee shall be given Personal Leave hours on a pro rata basis based on their date of hire as follows:

9.2.1. Personal Leave Annual Credit

Every calendar year thereafter, an Unrepresented permanent full-time employee will be credited on the first day of the calendar year with Personal Leave of up to forty-eight (48) hours for the calendar year. Forty-eight (48) hours per calendar year will be credited on the first day of the calendar year for every year thereafter the employee remains employed on a full-time basis.

9.2.2. Use of Personal Leave

Personal Leave hours shall not be charged to any accumulated leave balance and must be used no later than the last pay period of the calendar year that does not include January 1.

9.2.3. No Accrual of Personal Leave

Personal Leave shall be taken in the calendar year earned and shall not be carried forward, nor shall there be any payment for credited but unused Personal Leave hours upon separation from County service.

9.3. Family and Medical Leave Act

It is the policy of Mendocino County to provide family, medical, and pregnancy disability leave to eligible employees in accordance with federal and state laws. Mendocino County Policy #27, Family and Medical Leave, outlines family, medical, and pregnancy disability leave entitlements that apply to eligible employees.

It is the intent of the County to comply with both the federal Family and Medical Leave Act of 1993 and the California Family Rights Act (Government Code § 12945.2), as well as other applicable laws concerning leaves of absence. To the extent any provision of Mendocino County Policy #27 may be inconsistent or in conflict with the applicable state or federal medical leave law, the provisions of such state or federal law shall control.

9.4. Salary Continuance During Long Term Disability

After an Unrepresented employee has exhausted all of their sick leave, Flexible Time Off, Personal Leave, and vacation benefits, and who are unable to work or remain absent from

work due to an illness or injury, as certified by their medical provider and approved through the FMLA/CFRA leave entitlement process or the reasonable accommodation, pursuant to the *Americans With Disabilities Act* and California's *Fair Employment and Housing Act*, shall be eligible to receive the following salary continuance benefits:

- a. 100% of base salary for the first two (2) months after such leave has commenced.
- b. If unable to work after that, the employee shall receive 75 percent of base salary for an additional two (2) month period.
- c. If unable to work after that, employee shall receive 50 percent of base salary for an additional two (2) month period.

In addition to the medical certification indicating the need for medical leave, the employee shall be required to present to the County Human Resources Director a certificate from the treating medical provider, indicating an opinion that the employee can reasonably be expected to recover sufficiently to return to work to perform the employee's essential job functions either without restrictions or with reasonable accommodations. The medical provider's certificate may be obtained through a medical examination at County expense or through consultation between a County-designated physician and the employee's personal medical provider.

9.5. Catastrophic Leave

Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the employee, the employee's spouse, parent, or child. Mendocino County Policy #39, Catastrophic Leave, outlines the procedures and eligibility requirements for Catastrophic Leave.

APPENDIX A – JOB CLASSIFICATIONS

| Classification Title | Class Code |
|--|------------|
| ADMINISTRATIVE PROJECT MANAGER-MEASURE B | 0209 |
| ADMINISTRATIVE ANALYST I | 0011 |
| ADMINISTRATIVE ANALYST II | 0010 |
| ASSESSOR / CLERK RECORDER ♦ | 0034 |
| ASSISTANT AGRICULTURE COMMISSIONER/SEALER W&M | 2015 |
| ASSISTANT ASSESSOR | 0032 |
| ASSISTANT AUDITOR-CONTROLLER | 0022 |
| ASSISTANT CHIEF EXECUTIVE OFFICER | 0042 |
| ASSISTANT CHIEF PROBATION OFFICER | 6014 |
| ASSISTANT CHILD SUPPORT SERVICES DIRECTOR | 0208 |
| ASSISTANT CLERK-RECORDER REGISTRAR | 0194 |
| ASSISTANT COUNTY COUNSEL | 0202 |
| ASSISTANT DIRECTOR SOCIAL SERVICES | 0141 |
| ASSISTANT DISTRICT ATTORNEY | 7003 |
| ASSISTANT HUMAN RESOURCES DIRECTOR | 0207 |
| ASSISTANT PLANNING & BUILDING DIRECTOR | 2067 |
| ASSISTANT PUBLIC DEFENDER | 7069 |
| ASSISTANT TREASURER-TAX COLLECTOR | 0068 |
| AUDITOR – CONTROLLER / TREASURER TAX COLLECTOR ♦ | 0236 |
| CANNABIS PROGRAM MANAGER | 0201 |
| CHIEF DEPUTY COUNTY COUNSEL | 7024 |
| CHIEF DEPUTY AUDITOR-CONTROLLER | 0167 |
| CHIEF EXECUTIVE OFFICER * | 0043 |
| CHIEF RECOVERY RESILIENCY OFFICER | 0246 |
| COUNTY COUNSEL * | 7019 |
| COUNTY HEALTH OFFICER * | 4016 |
| COUNTY SURVEYOR | 2004 |
| DEPUTY AIR POLLUTION CONTROL OFFICER | 2073 |
| DEPUTY CHIEF EXECUTIVE OFFICER | 0040 |
| DEPUTY COUNTY COUNSEL I | 7020 |
| DEPUTY COUNTY COUNSEL II | 7021 |
| DEPUTY COUNTY COUNSEL III | 7022 |
| DEPUTY COUNTY COUNSEL IV | 7023 |
| DIRECTOR HEALTH SERVICES* | 0248 |
| DIRECTOR HUMAN RESOURCES * | 0007 |
| DISASTER RECOVERY FIELD OPERATIONS COORDINATOR | 0224 |
| DISASTER RECOVERY UNIT NURSE MANAGER | 4114 |
| DISTRICT ATTORNEY ♦ | 7002 |
| ECONOMIC DEVELOPMENT COORDINATOR | 0009 |
| EXECUTIVE DIVISION MANAGER | 0247 |
| HUMAN RESOURCES ANALYST I | 0005 |
| HUMAN RESOURCES ANALYST II | 0038 |
| HUMAN RESOURCES MANAGER | 0173 |
| PAYROLL MANAGER | 0228 |
| PRINCIPAL ADMINISTRATIVE ANALYST | 0225 |
| RISK ANALYST | 0192 |
| RISK MANAGER | 0235 |
| SHERIFF'S BUSINESS SERVICES OFFICER | 0215 |
| SHERIFF – CORONER ♦ | 7052 |
| SENIOR ADMINISTRATIVE ANALYST | 0012 |
| SENIOR HR ANALYST | 0006 |

| | |
|---------------------|------|
| SENIOR RISK ANALYST | 0221 |
| UNDERSHERIFF | 7054 |
| VETERINARIAN | 4116 |

*Denotes department head or executive employee

◆ Denotes elected official