

## **COUNTY OF MENDOCINO EMPLOYMENT AGREEMENT**

This Agreement is entered into this 28<sup>th</sup> day of September, 2021, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and JENINE MILLER, an individual, hereinafter referred to as "EMPLOYEE".

The parties to this Agreement jointly agree to the following terms and conditions of employment of EMPLOYEE in the position of Mendocino County Behavioral Health Director:

1. **DUTIES AND RESPONSIBILITIES:**

EMPLOYEE is retained to serve as the Behavioral Health Director of Mendocino County to carry out all duties of the Behavioral Health Director including duties and responsibilities of the Mental Health Director, Substance Use Disorders Treatment Administrator, and Public Conservator.

As the Behavioral Health Director, primary responsibility is to plan, organize, and direct the operations, activities, and staff of Department of Behavioral Health and Recovery Services, which encompasses but is not limited to Mental Health, Mental Health Services Act, Substance Use Disorders Treatment, Substance Use Disorders Prevention Services, Public Conservatorship, and Measure B.

During the term of this agreement, COUNTY agrees to maintain separation of Behavioral Health and Recovery Services organization and its employees from all current and future County departments as its own entity in which the EMPLOYEE is assigned as its department head. The EMPLOYEE reports directly to the Chief Executive Officer in the normal course of business. If COUNTY moves to a Chief Administrative Officer model, EMPLOYEE shall report directly to the Board of Supervisors.

2. **TERM OF AGREEMENT:**

The term of this Agreement shall be for a period of three (3) years commencing on October 3, 2021 and shall continue in full force and effect through October 2, 2024. This Agreement shall be automatically renewed from beyond the period herein identified on the terms and conditions herein set out herein unless terminated by either party as provided in Section 5 of this Agreement.

3. **COMPENSATION:**

COUNTY, in consideration of the covenants, conditions, agreements, and stipulations agreed to by EMPLOYEE as set forth herein, hereby agrees to provide the following compensation and benefits to EMPLOYEE during the term of this Agreement.

A. Salary:

COUNTY shall pay EMPLOYEE an annual salary as follows:

1. Year One: One Hundred Seventy Six Thousand One Hundred Thirty Dollars (\$176,130.00), payable on a bi-weekly basis.
2. Year Two: Same annual salary as in Year One, plus EMPLOYEE will receive any cost of living adjustment and/or salary increase to the Behavioral Health Director classification as provided in the Mendocino County Department Head Memorandum of Understanding.
3. Year Three: Same annual salary as in Year Two, plus EMPLOYEE will receive any cost of living adjustment and/or salary increase to the Behavioral Health Director classification as provided in the Mendocino County Department Head Memorandum of Understanding.
4. If this agreement continues after Year Three, EMPLOYEE will receive any cost of living adjustment and/or salary increase to the Behavioral Health Director classification as provided in the Mendocino County Department Head Memorandum of Understanding applicable during the period of employment.

B. Benefits:

EMPLOYEE shall enjoy all benefits provided within the Mendocino County Department Head Memorandum of Understanding.

4. **EMPLOYEE PERFORMANCE EVALUATION:**

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

5. **TERMINATION:**

a. Termination by COUNTY. This Agreement can be terminated by the COUNTY Board of Supervisors at any time for any reason not prohibited by law.

b. Termination by Employee. The Employee may terminate her employment at any time during the course of this agreement by giving 30 days' notice in writing. During the notice period, Employee must fulfill all her duties and



responsibilities set forth above and use her best efforts to train and support her replacement, if any. Failure to comply with this requirement may result in Termination for Cause described below, but otherwise Employee's salary and benefits will remain unchanged during the notification period.

6. **WAIVERS OR MODIFICATION:**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless said waiver, alteration, or modification is in writing and signed by a duly authorized representative of COUNTY and EMPLOYEE.

7. **INTEREST OF CONTRACT EMPLOYEE:**

EMPLOYEE hereby declares that she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that she 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.

8. **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.

9. **SEVERABILITY:**

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

10. **GOVERNING LAW:**

The laws of the State of California shall govern this Agreement.

11. **TIME:**

Time is of the essence.

12. **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, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this Agreement first above written.



**IN WITNESS WHEREOF  
DEPARTMENT FISCAL REVIEW:**

By: Darcie Antle **09/23/2021**  
Darcie Antle, Assistant CEO

EMPLOYEE NAME

By: Jerine Miller  
Jerine Miller, Psy.D.

Date: \_\_\_\_\_

Date: 9/23/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4050

Line Item: 86-1011

Org/Object Code: MHAD75

Grant: ☐ Yes ☒ No

**COUNTY OF MENDOCINO**

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: SEP 29 2021

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy **SEP 29 2021**

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

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy **SEP 29 2021**

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

Date: **09/23/2021**

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:

CHRISTIAN M. CURTIS,  
County Counsel

By: Brina Blanton  
Deputy

Date: **09/23/2021**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Christopher  
Deputy CEO

Date: **09/23/2021**

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section N/A