

**Yolo County Agreement No. \_\_-\_\_**

**Employment Agreement Between the County of Yolo and Michael Webb**

THIS EMPLOYMENT AGREEMENT (the “Agreement”), effective as of the date last signed by the parties below (“Effective Date”), is made and entered into between the County of Yolo (the “County”), a political subdivision of the State of California, and Michael Webb (“Webb”), an individual to be employed by County as its County Administrative Officer (“CAO”).

**RECITALS**

**WHEREAS**, the County requires the services of a CAO to oversee administrative services, coordinate the efforts of all County departments and agencies in the provision of public services to the residents of the County consistent with the mission and direction of the Board of Supervisors, and to otherwise perform the duties of a CAO as set forth in state law and in the Yolo County Code, including but not limited to Yolo County Code Section 2-5.305; and,

**WHEREAS**, Webb is a duly qualified individual who has the education, training, and experience in local government management and possesses the requisite skill, knowledge, and experience to provide the management and administrative services for a general law county required under this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in this Agreement, the County and Webb mutually agree as follows:

1. Employment as County Administrative Officer.

1.01. Employment. Subject to the terms and conditions of this Agreement and all applicable state and local laws, rules, regulations, standards, policies, practices, and procedures, the County hereby employs Webb as CAO, and Webb accepts such employment. Except to the extent inconsistent with the terms and conditions of this Agreement, all County personnel policies, practices, and procedures shall apply to Webb. Webb agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of California. The ICMA Code of Ethics can be found on the ICMA website, [icma.org](http://icma.org). The County shall support Webb in keeping these commitments.

1.02. Commencement of Services. Webb shall assume the duties of CAO, and his first day of employment with the County shall be, March 31, 2025.

1.03. “At-Will” Status. Webb shall serve at the will and pleasure of the Board of Supervisors and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent the County, in its sole discretion, from terminating this Agreement.

2. Compensation and Employee Benefits.

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2.01. Annual Salary. The County shall pay Webb a base annual salary of \$345,000.00. Such salary shall be payable in the same manner and at the same time as salary payments are made to all County employees.

2.02. Salary Adjustment. Each year on or around December 1, the Board of Supervisors shall review Webb's performance pursuant to Section 4.04, below, and determine if any merit-based salary adjustment is warranted. Any merit-based salary adjustment shall be determined by the Board of Supervisors in its sole discretion and is not subject to challenge in any manner. This Agreement does not provide the CAO with annual or automatic cost of living adjustments.

To support its evaluation of salary adjustments, the Board of Supervisors shall receive a salary-only survey from the Human Resources Department at the time of Webb's annual evaluation. The survey shall be prepared with current data from the comparable counties utilized in similar surveys performed for other County employees. For Webb's 2027 year-end evaluation only, the Human Resources Department shall provide a "total compensation" survey to enable a full evaluation of the compensation, incentives, and benefits provided to the CAO (or comparable position) in the comparable counties.

2.03. General Benefits. Webb shall be entitled to benefits of employment customarily provided to County department heads, including but not limited to vacation, administrative, floating holiday, and sick leave, retirement (at the rate for Classic members), retirement health, life insurance, and medical benefits package (health, dental, and vision insurance or cash in lieu). The current County benefits chart is included as **Exhibit A** to this Agreement and incorporated herein by this reference. In recognition of his long tenure in leadership positions with comparable local agencies, Webb shall also receive longevity pay at the County maximum rate for unrepresented employees of 5% upon his start date. Longevity pay is earnable special compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(1) of the CalPERS regulations and/or defined pensionable compensation in the California Government Code and the CalPERS regulations as amended.

2.04. Vacation and Sick Leave. Webb shall accrue vacation leave at the rate of 6.16 hours per pay period (approximately 20 days annually), which is the maximum accrual rate provided to County employees. In addition, Webb shall be provided an initial vacation leave balance of 80 hours (which is in addition to pro-rated amounts of administrative and holiday leave for the initial fiscal year of this Agreement).

Webb shall accrue sick leave at the rate of 3.69 hours per pay period (96 hours annually), which is the maximum accrual rate provided to County employees. In addition, Webb shall be provided an initial sick leave balance of 96 hours.

2.05. Vehicle Allowance. To reimburse Webb for the use of his personal vehicle in the performance of his duties as CAO, the County shall pay Webb a vehicle allowance at the same rate as paid to County department heads. The current vehicle allowance is \$6,840.00 per year, paid in equal installments per pay period. Such payments are subject to applicable taxes and withholdings.

2.06. Deferred Compensation. In addition to the deferred compensation match of up to \$500 provided to County department heads annually, the County shall provide Webb the amount of \$5,000 per calendar year (pro-rated for the initial calendar year of this Agreement) in deferred compensation in equal increments per pay period. Such amounts shall be deposited into a 457 or 401(a) account, as directed by Webb unless the County reasonably determines that such direction is inconsistent with federal or state law or applicable plan policies and requirements. No matching contribution by Webb shall be required as a condition of receiving the \$5,000 County contribution.

2.07. Professional Development. Subject to budget approval, the County will pay: (a) reasonable dues for Webb's membership in professional organizations associated with the office of CAO; and (b) reasonable costs for professional development and training, including conferences and seminars. The County will allow Webb reasonable time away from the County to participate in annual conferences, trainings, and similar professional development opportunities. Further, subject to budget approval, the County will pay the cost of attending events necessary for the proper discharge of Webb's duties.

### 3. Term, Termination, and Severance.

3.01. Term; Expiration. This Agreement shall be for a 5-year term commencing on March 31, 2025 and extending through and until March 31, 2030 ("Expiration Date"), unless amended or extended, or a new employment agreement is executed by the parties.<sup>1</sup> If the Board of Supervisors does not renew or extend the term of the Agreement (by way of amendment or otherwise), the County shall notify Webb at least six months prior to expiration of the Agreement. If the County does not provide at least six months advance notice, it shall pay Webb the Severance provided by Section 3.03, below. If so desired by the parties, the Board of Supervisors and Webb may negotiate a new employment agreement subject to mutually acceptable terms and conditions, at any time.

3.02. Termination. This Agreement may be terminated at any time in the following manner:

- a) By mutual agreement of the parties as set forth in writing;
- b) By Webb giving the County not less than thirty (30) days' advance written notice of such termination; or
- c) By the County giving written notice to Webb of such termination, which termination shall be effective immediately upon the giving of such notice. Any decision by the Board of Supervisors to terminate shall be made in accordance with the voting requirements of Yolo County Code Section 2-5.304, which require a 4/5 majority vote to remove (terminate) the CAO during the first three months after any change in Board membership.

Unless the notice of termination expressly states that the termination is the result of gross mismanagement and/or an act or acts of moral turpitude, the termination shall be deemed without cause. In the event of a with cause termination, Webb's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence

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<sup>1</sup> The five-year term is subordinate to, and does not alter, the at-will designation of the CAO position.

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of gross mismanagement and/or an act or acts of moral turpitude. If the court determines substantial evidence is lacking, Webb shall receive the severance pay provided in Section 3.03, below, but no other damages or litigation expenses.

3.03. Severance. The Parties agree that the severance payment requirements of this provision shall apply in lieu of the 180-day notice of intention to remove procedure set forth in Yolo County Code Section 2-5.304, which Webb voluntarily agrees to forego in exchange for this provision.

In the event that Webb is terminated as CAO by the County without cause pursuant to Section 3.02 of this Agreement, the County shall provide a severance payment to Webb equal to six months of salary. The severance payment shall be paid in a lump sum upon the effective date of termination, subject to applicable taxes and withholdings. Notwithstanding the foregoing, pursuant to California Government Code Section 53260, in no event shall Webb receive a severance payment that exceeds an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement.

In addition, following termination without cause pursuant to Section 3.02 of this Agreement, Webb shall continue to receive County health, dental, and other group insurance benefits for six months following the effective date of termination or until he finds other employment, whichever is lesser as provided for by Government Code section 53261.

The Parties expressly agree that any conclusion of this Agreement pursuant to Section 3.01, above, shall not be deemed a termination requiring any severance payment. This Agreement shall be subject to the provisions of Government Code Sections 53243-53243.4, which require reimbursement by Webb to the County under circumstances expressly stated therein.

#### 4. Performance Objectives and Evaluation.

4.01. Performance Objectives. Webb and the Board of Supervisors shall mutually develop goals and objectives for the basis of an initial annual (year-end) performance evaluation within the first 60 days of the term of this Agreement. Thereafter, performance objectives for subsequent annual performance evaluations shall be proposed by Webb in writing and submitted to the Board of Supervisors for discussion, revision (as appropriate), and approval on a mutually agreeable date, typically in the first 60 days of each calendar year. The performance objectives shall be consistent with County policy and the duties and responsibilities of the CAO.

4.02. Performance Evaluation. The Board of Supervisors shall evaluate Webb's performance in November or December 2025 and annually thereafter. The initial evaluation may be structured as informal feedback rather than a more formal evaluation, in the sole discretion of the Board of Supervisors. The evaluation shall be based on the duties of the CAO and agreed-upon performance objectives. The Board of Supervisors reserves the right to evaluate Webb's performance at any other time as it may, in its sole discretion, determine. Failure of the Board to complete the evaluation process shall not preclude any action by the Board of Supervisors in relation to Webb's employment as CAO.

5. General Provisions.

5.01. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

5.02. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

5.03. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures in performing this Agreement.

5.04. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, with venue for any legal action or proceeding arising from or related to the enforcement or construction of this Agreement to be in the County of Yolo.

5.05. Indemnification. The County shall defend and indemnify Webb to the full extent of the law as provided by the California Government Claims Act (California Government Code Section 810 *et seq.*), or otherwise. The County will determine, in its sole discretion, whether to compromise or settle any such claim or suit against Webb and the amount of any settlement or judgment rendered thereon.

5.06. Construction of Agreement. Each party has fully participated in drafting, negotiating, reviewing, and revising this Agreement. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

5.07. Review and Execution of Agreement. Each party acknowledges that it has had the opportunity to read this Agreement and to consult with legal counsel of its choice concerning the terms, conditions, obligations, duties, and responsibilities set forth in this Agreement, and that each party executes this Agreement based on its own analysis and not upon the representations of the other party.

5.08. Copies. A true and correct copy of this Agreement may be enforced on the same basis as the original.

5.09. Authority. Every person executing this Agreement on behalf of a party represents and warrants hereby that they have the requisite authority to enter into this Agreement on behalf of such party and to bind the party to the terms and conditions set forth herein.

5.10. Integration. This Agreement shall represent the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date of this Agreement.

CAO EMPLOYMENT AGREEMENT  
Michael Webb

5.11. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

5.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

**MICHAEL WEBB:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Webb

**COUNTY OF YOLO:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mary Vixie Sandy, Chair, Board of Supervisors

Approved as to Form:

Dated: 2/25/2025

  
\_\_\_\_\_  
Philip J. Pogledich, County Counsel

**Yolo County - Benefits by Bargaining Unit (as of September 2024)**

Unit Designation	General G	Supervisory U	Management M	Attorney A	Sup Atty A2	Corr Off. O	Dep Sher. S	Sher. Mgmt. P	Probation PR	County Counsel CoCo	Conf-Clerical C1	Conf-Prof C2	Sup Deputy C3	Dept Heads H	Asst DH's H2	Elected E	Unrep-Prof X2	Unrep-Supp X3
Representation	Local 39	Sup. Assn.	Mgmt. Assn.	Atty. Assn.	Assn.	CO Assn.	DS Assn.	SM Assn.	Prob. Assn.	none	none	none	none	none	none	none	none	none
Overtime/CT	yes	Varies by Job (11)	no	no	no	yes	yes	Sgt. Only	yes	no	yes	no	no	no	no	no	no	yes

Benefit Pkg (mo) (6)		* 1976.42	* 1976.42	* 1976.42	* 1976.42			* 1976.42		* 1976.42	* 1976.42	* 1976.42	* 1976.42	*2393.08	* 1976.42	*2393.08	* 1976.42	* 1976.42
Health - emp (6)	* 726.52					* 726.52	* 726.52		* 726.52									
Health - emp & 1 (6)	* 1453.02					* 1453.02	* 1453.02		* 1453.02									
Health - family (6)	* 1,888.92					* 1,888.92	* 1,888.92		* 1,888.92									
In-lieu of health ins	300.00					300.00	300.00		200.00									
Dental	79.20	inc.	inc.	inc.	inc.	79.20	79.20	inc.	79.20	inc	inc.	inc.	inc.	inc.	inc.	inc.	inc.	inc.
Vision	8.34	inc.	inc.	inc.	inc.	8.34	8.34	inc.	8.34	inc	inc.	inc.	inc.	inc.	inc.	inc.	inc.	inc.
Life Insurance	\$25,000	\$25,000	\$50,000	\$50,000	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$50,000	\$25,000	\$25,000	\$25,000	\$50,000	\$50,000	\$50,000	\$25,000	\$25,000
Auto Allowance	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$263.08/pp	\$263.08/pp	n/a	BOS/ACE \$263.08/pp	n/a	n/a

CalPERS Formulas	<i>Miscellaneous - Classic Members 2.5% @ 55; New Members 2% @ 62</i>										<i>Deputy Sheriff Safety - Classic Members 3% @ 50; New Members 2.7% @ 57</i>								
	<i>Other Safety - Classic Members 3% @ 55; New Members 2.7% @ 57</i>																		
Misc. Member Rate (Classic / New)	8% /7.5%	8% /7.5%	8% /7.5%	8% /7.5%	8% /7.5%	8% /7.5%	---	8% /7.5%	---	8% / 7.5%	8% / 7.5%	8% / 7.5%	8% / 7.5%	8% / 7.5%	8% / 7.5%	8% / 7.5%	8% / 7.5%	8% / 7.5%	
Sfty Member Rate (Classic / New)	---	9% / 13.75%	9% / 13.75%	---	---	9% / 13.75%	9% / 13.75%	9% / 13.75%	9% / 13.75%	---	---	---	---	9% / 13.75%	9% / 13.75%	9% / 13.75%	9% / 13.75%	---	
Social Security	yes	yes	yes	yes	yes	yes	yes	yes	yes	Yes	yes	yes	yes	yes	yes	yes	yes	yes	
Def Comp Match (4)	Yes (Gen)	yes (Sup)	yes (Mgmt)	yes (Mgmt)	yes (Mgmt)	yes (CO)	yes (DSA)	yes (SMA)	yes(Prob)	yes	yes (conf)	yes (conf)	yes (sup dep)	\$500	\$500	\$500	yes (conf)	yes (Prob)	
CDI/SDI (3)	SDI	SDI	CDI	CDI	CDI	SDI	PORAC optional	PORAC optional	SDI	CDI	CDI	CDI	CDI	CDI-85%	CDI	none	CDI	SDI	
Longevity Service Pay Differential	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5% (12)	10 yrs-2.5% 15 yrs-5% 20 yrs-7.5%	10 yrs-2.5% 15 yrs-5% 20 yrs-7.5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%	---	10 yrs-2.5% 15 yrs-5%	10 yrs-2.5% 15 yrs-5%
COLA's/Pay Adjustments	7/1/24 3% COLA 7/1/25 3% COLA 7/1/26 3% COLA 7/1/24 Equity 7/1/25 Equity 7/1/26 Equity	7/1/24 3% COLA 7/1/25 3% COLA 7/1/26 2% COLA Equity to 100% total comp	7/1/24 3% COLA 7/1/25 3% COLA 7/1/26 3% COLA 7/1/27 2% COLA	7/1/24 3% COLA	7/1/24 3% COLA 7/1/25 3% COLA 7/1/26 2% COLA	7/1/24 3% COLA	Total comp survey adjustments through 2025	7/1/24 3% COLA 7/1/25 3% COLA 7/1/26 3% COLA 7/1/27 2% COLA Sgt, Lt., Cpt, Under increases	7/1/25 3% COLA 7/1/26 3% COLA 7/1/27 2% COLA	07/01/24 3% COLA	07/01/24 3% COLA	07/01/24 3% COLA	07/01/24 3% COLA	07/01/24 3% COLA	07/01/24 3% COLA	N/A	07/01/24 3% COLA	07/01/24 3% COLA	
Contract exp.	06/30/27	06/30/27	06/30/27	06/30/25	6/30/27	06/30/25	6/30/26	6/30/27	6/30/27	6/30/25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

CalPERS Agency Rate Effective 7/1/2017 - 23.227% (Misc.) and 34.082% (Safety)

(4) 457 Match

General: 1+ yrs = \$250, 10+ yrs = \$400, 20+yrs=\$500  
Supervisor: 1+ yrs = \$350, 15+ yrs = \$1,100; 20+ addtln \$800 if EE maxes 15+ yr contribution  
Mgmt / A/A2: 1+ yrs = \$400; 10+ yrs = \$500; Eff 1/1/25: 15+ yrs \$1,100; 20+ addtln \$800 if EE maxes 15+ yr contribution  
Correctional Officer: 5+ yrs = \$150; 10+ yrs = \$200  
Deputy Sheriff: 1+ yrs = \$150, 10+ yrs = \$250  
County Counsel: 1+yrs=\$500 10+ yrs=1000 20+ yrs=\$1000 pls \$700 if maximized

SMA: Eff 1/1/25: 1+ yrs \$400, 10+ yrs = \$900, 15+ yrs = \$1,100, 20+ addtln \$800 if EE maxes 15+ yr contribution

Probation/Unrep-Supp: 1+ yrs = \$150, 10+ yrs = \$450

(3) County Disability Insurance (CDI) or State Disability Insurance (SDI)  
 (6) \* Contribution to health, dental and vision is pro-rated based on FTE

C1, C2, X2: 1+ yrs = \$350; 10+ yrs = \$450  
Supervisor's Deputy: 0 yrs = \$400  
H/H2/E: \$500  
X3: \$150 10+ years, \$250 20+ years

Vac Maximum Accrual	320 hours	320 hours	320 hours	320 hours	320 hours	320 hours	320 hours	400 hours	320 hours	320 hours	320 hours	320 hours	320 hours	320 hours	320 hours	N/A	320 hours	320 hours
Vac Buyback (FY)	None	None	None	80 hours (min 4.62 accr)	80 hours (min 4.62 accr)	40 hours (8)	None	None	None	None	None	None	None	None	None	N/A	None	None
Sick Leave Accrual	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	96 hrs/yr	N/A	96 hrs/yr	96 hrs/yr

## Yolo County - Benefits by Bargaining Unit (as of September 2024)

Unit Designation	General G	Supervisory U	Management M	Attorney A	Sup Atty A2	Corr Off. O	Dep Sher. S	Sher. Mgmt. P	Probation PR	County Counsel CoCo	Conf-Clerical C1	Conf-Prof C2	Sup Deputy C3	Dept Heads H	Asst DH's H2	Elected E	Unrep-Prof X2	Unrep-Supp X3
Floating Holidays	44 hours	44 hours	44 hours	44 hours	44 hours	44 hours	44 hours	44 hours	44 hours	44 hours	44 Hours	44 Hours	44 Hours	44 Hours	44 Hours	N/A	44 Hours	44 Hours
Administrative Leave (10)	40 Hours for FLSA Exempt Only	40 Hours for FLSA Exempt Only	48 hours *	80 hours	80 hours	n/a	n/a	48 hours (except Sgt.)	n/a	80 hours	n/a	40 hours *	40 hours *	80 hours *	40 hours *	N/A	40 hours *	n/a
Paid Holidays	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	N/A	12	12
Comp Time maximum	160 hours	160 hours	N/A	N/A	N/A	80 hours	120 hours	(Sgt only - 120 hrs)	160 hours	N/A	120 hours	N/A	N/A	N/A	N/A	N/A	N/A	120 hours

(6) Benefit Pkg on 24 eligible pay periods

(8) Vacation buy back for Correctional Officers Unit - employee must have a balance of at least 200 hours

(10) \* Employees may carry over up to 20 hours in July for 6 months; \*\* Unrepresented Attorneys receive 80 hours with no carryover.

(11) Based on FLSA exempt/non-exempt job titles

(12) Starting PP 01/01/23, 10 year threshold shall be reduced to (5) years and (15) year shall be reduced to ten (10) years. Expires following the pay period including June 30, 2025.

**Data current as of 08/01/2024** CalPERS rates updated; 2024 health rates)