

Individual Agreement for Extra Help Personal Services
Caryl Hart, Interim General Manager of the Sonoma County
Agricultural Preservation and Open Space District

This Agreement is made this ____ day of _____, 2020, by and between the Agricultural Preservation and Open Space District, a political subdivision of the State of California (hereinafter "District") and Caryl Hart (hereinafter "Employee").

Witnesseth:

Whereas, District and Employee are desirous of entering into an individual extra-help personal services agreement for the position of Interim General Manager of the Sonoma County Agricultural Preserve and Open Space District ("District");

Whereas, Employee acknowledges that by accepting the position of Interim General Manager of the District, she will be an at-will extra-help Employee;

Whereas, Employees of the District may be subject to County of Sonoma ("County") administrative procedures, policies, benefits, Salary Resolution, etc., as well as the District's Personnel Policy.

Now, Therefore, Be It Agreed by and between the parties as follows:

1. Term of Employment. District hereby employs Employee in the position of extra-help Interim General Manager on at at-will basis starting on December 1, 2020. The term of employment will include: a) the amount of time it takes for the District to recruit for and appoint an ongoing General Manager of the District including any needed transition time, and, b) additional time as deemed necessary by the District's Board of Directors or District's General Manager to assist completing priority and necessary projects that may go beyond the appointment of the new General Manager. Notwithstanding the foregoing, the term of the agreement will automatically expire on November 30, 2021, if not terminated earlier pursuant to Paragraph 5.

2. Duties. Employee shall perform the duties of Interim General Manager as set forth in the job specification, attached hereto as **Exhibit A**, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the District's Board of Directors, on an extra-help basis. .

3. Compensation.

(a) Employee's salary shall be set at the "I" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors. Any provisions of the Salary Resolution regarding merit increases or step advancements, including Section 7.19, are not applicable or made part of this Agreement.

(b) Employee shall be eligible to receive an Automobile Expense Allowance per the County's Salary Resolution, Section 10.2, and the District's Personnel Policy, Section IX, Travel while Employee is Interim General Manager.

(c) Except as herein provided, Employee shall be entitled to the same fringe benefits generally available to County/District extra-help employees, as specified in the Salary Resolution.

4. Expiration and Non-renewal. At the expiration of the term of this Agreement, Employee's employment shall automatically terminate and advance written notice will not be provided.

5. Termination. Employee shall serve at the will and pleasure of the District's Board of Directors and may be terminated at the will of the Board with or without cause as set forth herein. Employee expressly waives and disclaims any right to any pre-termination or post termination notice and hearing. Board agrees to provide fourteen (14) days' written notice to Employee as a courtesy if the termination will occur prior to the automatic termination date as described in Section 1, or for termination with or without cause. After termination has been affected, Employee shall have no further rights under this Agreement or to continued employment with the District.

(a) Termination with cause:

Just cause shall be related to and limited to those matters of local concern to the Board of Directors, and may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of Employees; mismanagement of funds; conduct which brings discredit to the District; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a County or District, policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County or District property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County or District uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other Employees at work or committing perjury; unauthorized use of County or District vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County or District vehicle; unauthorized possession of weapons or explosives on County or District premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County or District property; and sexual harassment of or unlawful discrimination against another

Employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

6. Resignation by Employee.

(a) Employee may terminate her employment at any time by delivering to the Board of Directors her written resignation. Such resignation shall be irrevocable and shall be effective not earlier than fourteen (40) calendar days following delivery, unless waived by the Board. With the approval of the Board of Directors, a resignation may be rescinded at any time prior to the effective date of the resignation.

(b) From the date upon which Employee either resigns or is notified of the District's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote her 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 the District in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the District. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Interim General Manager of the District.

(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 District.

7. Nonassignability. Employee shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of District.

8. Compliance with Law. Employee shall, during her employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of Employee constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving County and District of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for Employee's termination with cause pursuant to this Agreement.

9. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the County or District has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to her salary and benefits. Employee further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes calculating retirement benefits.

11. Conflict of Interest. Employee covenants that she presently has no interest and will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of his duties required under this Agreement. Employee shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County and District's policies on incompatible offices and conflicts of interest, and any other policies on conflicts of interest. Employee shall also complete and file a "Statement of Economic Interest" with the County, disclosing Employee's financial interests, as required by the County's and/or District's Conflict of Interest Code.

Attest:

Sonoma County Agricultural Preservation
and Open Space District::

Clerk of the Board

By _____
Board President

Employee:

Caryl Hart