

Individual Agreement for Extra Help Personal Services
Garrick Byers, Interim Director, Independent Office of Law Enforcement Review and Outreach
County of Sonoma

This Agreement is made this ____ day of _____, 2022, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Garrick Byers (hereinafter "Employee").

Witnesseth:

Whereas, the Sonoma County Board of Supervisors has delegated the authority to the County Administrator to select an Interim Director for the Independent Office of Law Enforcement Review and Outreach ("IOLERO"); and

Whereas, County and Employee are desirous of entering into an individual extra-help personal services agreement for the position of Interim Director of IOLERO;

Whereas, Employee acknowledges that by accepting the position of Interim Director of IOLERO, he will be an at-will extra-help Employee, who may be subject to County administrative procedures, policies, benefits, Civil Service System and Salary Resolution, except as set forth herein;

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

1. Term of Employment. County hereby employs Employee in the position of extra-help Interim Director of IOLERO on at at-will basis starting on January 25, 2022. The term of employment will include the amount of time it takes for the County to recruit for and appoint a new Director of IOLERO as well as any needed transition time.

- (a) The County will provide a minimum of a 14-days' notice prior to the employment start date of the new Director of IOLERO.
- (b) The Interim position will not preclude Employee's eligibility to be considered by the newly appointed Director of IOLERO for Employee's formerly held extra-help Auditor position with IOLERO upon termination of this agreement, if applicable; or, preclude Employee from applying and/or being considered for other ongoing County positions.
- (c) The Interim position will not preclude Employee's ability to take court appointed attorney assignments and MCLE presentation/speaker engagements provided these activities are without interference, incompatibility, and conflict of interest and do not impair the ability to fulfill the role of Interim Director of IOLERO.
- (d) Notwithstanding the foregoing, unless expressly extended by written agreement of the parties, the term of the agreement will automatically expire on September 30, 2022, if not terminated earlier pursuant to Paragraph 5.

2. Duties. Employee shall perform the duties of Interim Director of IOLERO 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 Board of Supervisors, on an at-will extra-help basis.

3. Compensation.

- (a) Employee's salary shall be set at the "E" 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) Except as herein provided, Employee shall be entitled to/required to participate in the same fringe benefits generally available to County extra-help employees, as specified in the Salary Resolution.
- (c) Employee will continue participation in the County's PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security. The County shall contribute 4% and the employee 3.5%.

4. Expiration and Non-renewal. At the expiration of the term of this Agreement, Employee's employment shall automatically terminate pursuant to Paragraph 1.

5. Termination. Employee shall serve at the will and pleasure of the Sonoma County Board of Supervisors 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 Paragraph 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 County.

(a) Termination with cause:

Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors, 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 County; 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 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 property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County 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 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 vehicle; unauthorized possession of weapons or explosives on County 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 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 his employment at any time by delivering to the County Administrator or Board of Supervisors their written resignation. Such resignation shall be irrevocable and shall be effective not earlier than fourteen (14) calendar days following delivery, unless waived by the Board. With the approval of the Board of Supervisors, 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 Board's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote his 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 County in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of IOLERO. These tasks may also include providing information or testimony regarding matters that arose during Employee's term as Interim Director.

(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.

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 County.

8. Compliance with Law. Employee shall, during his 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 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 his 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 he 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'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.

Sonoma County Board of Supervisors:

By:

Sonoma County Board of Supervisors Chairman,
James Gore

Employee:

Garrick Byers

DIRECTOR, INDEPENDENT OFFICE OF LAW ENFORCEMENT REVIEW AND OUTREACH

Definition

Under general direction, leads, manages, and coordinates the functions of the Independent Office of Law Enforcement Audit and Outreach; is responsible for the appropriate review and audit of law enforcement citizen complaints, personnel, and administrative investigations, which include allegations of misconduct; analyzes data and drafts reports; makes recommendations on related policies, training, procedures, and other preventative measures; conducts community outreach and educates the public on the role of the Office; functions as the staff lead for related advisory committees and/or councils; and performs related work as required.

Distinguishing Characteristics

The Director of the Independent Office of Law Enforcement Review and Outreach is an attorney. This position is appointed by and reports to the Sonoma County Board of Supervisors and is exempt from the County's Civil Service system in accordance with Civil Service Ordinance 305-A as amended. The scope of which law enforcement offices are subject to review and outreach is determined by the Board of Supervisors and the governing bodies of other local law enforcement agencies, if applicable. The position is expected to establish and maintain a credible, fair, and equitable review process and effectively and fairly represent the community's interests. This is a position of trust and confidence and is expected to exercise considerable independent judgment and initiative, be objective, work collaboratively with a wide variety of stakeholders, and establish effective relationships.

Typical Duties

Duties may include but are not limited to the following:

Determines the operational philosophy of the Office to ensure the goals and needs of the County, and the community are met; manages the day-to-day operations of the office, supervises staff, and oversees the work of consultants.

Conducts comprehensive outreach to the community including schools, community based organizations, business and civic groups and promotes and facilitates communication between the community and law enforcement; working collaboratively with law enforcement staff, educates the community on law enforcement practices, policies, strategies, incident trends and challenges using appropriate methods such as public presentations, community forums, etc; provides feedback from the community back to those affected department leaders and elected officials; handles media relations.

Reviews, audits, and analyzes citizen complaints, personnel, and administrative investigations; develops complaint receipt and review processes, and forwards complaints for investigation.

Based on information compiled in the review of investigations or data trends, assess and makes recommendations regarding policies, procedures, strategies, training, and practices to reduce future occurrence of similar incidents or allegations to law enforcement offices; advises if any

investigations appear incomplete or otherwise deficient, and requests further review as deemed necessary; when warranted, proposes independent recommendations or determinations regarding investigations.

Conducts legal research in relation to the Office's functions and responsibilities; tracks and analyzes legislative actions and law enforcement audit trends which may have an effect on the functions of the Office; advises law enforcement offices on legislative and audit trends; makes recommendations to the County for legislative platforms, as appropriate.

Coordinates and facilitates the work of, and provides appropriate staff support to, community advisory councils, committees, and subcommittees; provides data and information that supports the mission and work as requested and needed.

Prepares an annual report to the Board of Supervisors which includes statistical information, analysis of trends of the law enforcement offices, trends in law enforcement review in general, the work of advisory councils and committees, and makes recommendations as appropriate; prepares ad hoc reports as required and requested.

Performs related duties as required.

Knowledge and Abilities

Working knowledge of: the Federal and State statutory and constitutional laws, and the interpretation and application of the law as it relates to a general law county government; general legal principles, practices, and the fundamentals of criminal and administrative investigations including interview techniques; organization, responsibilities, policies, practices, and procedures of local law enforcement; laws related to public safety investigations and the essential elements of the California Public Safety Officers Procedural Bill of Rights (Government Code Section 3300); current trends on law enforcement review concepts and practices; research methods, statistical concepts and report writing techniques; public relations practices and techniques, including public speaking.

Knowledge of: local government organization, structure, and administration; principles of effective leadership and supervision.

Ability to: interpret and apply laws, policies, procedures, and regulations; conduct independent research and fact finding assignments, perform statistical analysis, and prepare reports; act independently and remain unbiased, objective, and professional; demonstrate integrity and sensitivity; honor confidentiality and basic constitutional and legislative rights of all affected parties; establish and maintain effective and collaborative working relationships with other employees, public officials, community groups, other governmental agencies, and the general public, particularly those with diverse ethnic, cultural, and socio-economic backgrounds; maintain effective media relations; work effectively under pressure; effectively facilitate and gain cooperation and participation of interested parties to achieve desired results; present recommendations and alternative proposals; manage and oversee the work of others.

Minimum Qualifications

Education & Experience: Any combination of education, training and experience, which would likely provide for possession of stated knowledge and abilities. Normally, this would include possession of a Juris Doctor degree or equivalent from an accredited U.S. law school; and at least four years of related legal experience, typically civil rights and/or criminal law, and experience working with individuals of diverse ethnic, cultural, and socio-economic backgrounds. Prior professional level experience in a law enforcement oversight/audit organization, bilingual Spanish, and supervisory experience are desirable.

Special Requirements: Successful completion of a thorough background investigation; have not been a sworn law enforcement officer within the last five years; and does not have any immediate family members (defined as spouse, child, sibling, parent) who are currently in sworn law enforcement positions. Possession of the Certified Practitioner of Oversight (CPO) Credential is desirable.

License: Current active membership in the State Bar of California is required. Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.