

Agreement for Personal Services Agricultural Commissioner

This Agreement is made this 10th day of March 2020 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Andrew Smith (hereinafter "Employee").

Recitals

Whereas, County And Employee are desirous of entering into a personal services agreement for the position of Agricultural Commissioner and Sealer of Weights and Measures (hereinafter collectively referred to as "Ag Commissioner"); and

Whereas, Employee acknowledges that by accepting the position of Ag Commissioner, he will be an at-will Employee, and that, as such, his position will be in the unclassified service under the Sonoma County Civil Service System;

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

1. Term of Employment. County hereby employs Employee in the position of Ag Commissioner for a period four (4) years, commencing on March 10, 2020, and ending on March 9, 2024, subject, however, to earlier removal from office pursuant to Food and Agriculture Code sections 2181, et seq., as herein provided.

2. Duties. Employee shall perform the duties of Ag Commissioner as set forth in the County 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 County.

3. Compensation.

(a) Employee's salary shall be set at the "A" step of the salary range for the position of Ag Commissioner and as set forth in the Sonoma County Salary Resolution 95-0926 ("Salary Resolution"). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Sections 7.18 and 7.19, are not applicable or made part of this Agreement. Employee may advance in the salary range at the Board's discretion, and if the Board determines that Employee is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, Employee shall be entitled to the same fringe benefits generally available to County department heads, as specified in the Salary Resolution.

4. Performance review.

The Board of Supervisors shall review Employee's performance on an annual basis. If the Board provides Employee with a satisfactory or better performance evaluation, Employee may be eligible to advance in the salary range pursuant to Section 3 (a) of this agreement.

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, Employee's employment shall automatically terminate, unless otherwise mutually extended by the parties.

6. Termination. Employee shall serve at the will and pleasure of the County Board of Supervisors and may be terminated at the will of the Board with cause Pursuant to Food and Agriculture Code section 2181, set seq., as set forth herein. Employee expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination with cause:

County may terminate Employee's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by County depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address. After termination for just cause has been affected, Employee shall have no further rights under this Agreement or to continued employment with the County. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause includes those grounds set forth in the Sonoma County Civil Service Rules, Rule 10.3 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 County 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 or departmental 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.

(b) Statement of Reasons for Termination.

The County and Employee will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the Board of Supervisors may, in its sole discretion, publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board. A copy of the statement shall be made for Employee and kept for him in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, Employee may present a written response to the Chair of the Board of Supervisors which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning Employee's termination.

(c) Administrative Leave.

Upon receiving a specific complaint or charge brought against Employee by another person or Employee, the Chair of the Board of Supervisors may place Employee on administrative leave when, in the sole opinion of the Chair of the Board of Supervisors, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the Chair of the Board of Supervisors' delivery to Employee's office of a written notice to that effect. Upon the delivery of the notice to Employee's office, performance of Employee's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. County and Employee agree that County will incur damages, if, during the period of administrative leave, Employee performs or attempts to perform any of the duties provided in paragraph 2, or in any other way interferes with the administration or operation of the Agricultural Commission. County and Employee agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if Employee performs or attempts to perform any of the duties provided in job specification for the position of Ag Commissioner, or in any other way interferes with the administration or operation of the Department that County's duties to compensate Employee under the Agreement are discharged for each day during which Employee engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the Chair's delivery to Employee's office of a written notice to that effect.

7. Resignation by Employee.

(a) Employee may terminate his employment at any time by delivering to the Board of Supervisors his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) 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 retirement may be extended for any agreed upon period of time.

(b) From the date upon which Employee either resigns or is notified of the County'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 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 term as Ag Commissioner.

(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.

8. Non-assignability. 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.

9. 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.

10. 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.

11. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the County 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 of calculating retirement benefits.

12. 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 Departmental 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 Conflict of Interest Code.

Attest:

County Of Sonoma

Clerk of the Board

By _____
Chair, Board of Supervisors

Employee

Andrew Smith

Exhibit A

County of Sonoma
CAT. NO. 1 JGRP NO. X

1142
Established 9/46
Revised 6/68, 5/70, 4/78,
9/84, 11/84, 12/88, 1/98, 11/19

AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND MEASURES

Definition

Under the general policies of the Board of Supervisors and the County Administrator, directs the management and operation of the County's Department of Agriculture/Weights and Measures; develops and administers programs designed to enforce applicable laws, regulations, and ordinances; and performs related duties as required.

Distinguishing Characteristics

This is a single position class functioning at the department head level. The incumbent is responsible for administering Agricultural programs directed to promote and protect the agricultural industry, Weights and Measures programs to safe-guard the buying public, and an agricultural land use permitting program, including vineyard and orchard planting, replanting, and cannabis cultivation, to protect the environment. Work is performed with maximum amount of independent judgment and initiative within broad policy objectives and is subject to review by the Board of Supervisors and County Administrator. This position is unclassified Civil Service and a person in this position shall serve according to provisions of the Food and Agricultural Code Sections 2121 et seq and Business and Professions Code 12200, et seq.

Typical Duties

Provides leadership and administrative policy direction for the Department of Agriculture/Weights & Measures; plans, directs and controls long and short term progress and services of the Department of Agriculture/Weights and Measures; establishes and communicates performance goals and objectives which are consistent with law and policy; establishes standards and methods for the measurement of activities and work performed.

Formulates and administers programs and services designed to enforce applicable provisions of the California Food and Agricultural Code, Business and Professions Code, and other laws and ordinances pertaining to agricultural inspections, weights and measures regulation, and agricultural land use permitting and cannabis cultivation; serves as hearing officer for civil penalty hearings related to pesticide use enforcement violations, other agricultural code violations, and weights and measures violations.

Establishes and maintains effective communication and working relationships with related County departments and key officials of state, federal, local agencies; businesses, agricultural, environmental, other interested groups, and the general public; and serves as liaison with Sonoma County Fish and Wildlife Commission.

Plans and directs the work of staff providing professional inspection, investigation, and enforcement services to the community through the enforcement of Federal, State, and local laws and regulations. Plans and directs the work of staff responsible for inspecting, and monitoring the accuracy of all commercial weighing and measuring devices and monitoring the same of packaged commodities.

Directs programs related to pest prevention and eradication, pesticide use enforcement, nursery inspection, fruit, vegetable, and egg inspection, weighing and measuring device inspection, quantity control inspection for packaged commodities, petroleum production inspection, and agricultural land use permitting and cannabis cultivation regulation

Attends meetings of regional and state organizations and associations related to agriculture, agricultural land use permitting and cannabis cultivation regulation, and weights and measures.

Directs and participates in departmental public information programs including the annual County crop report.

Evaluates the performance of subordinate managers; approves or disapproves merit salary increases; adjusts Employee grievances within limits of delegated authority, has authority to hire and discharge Employees in the Department of Agriculture/Weights and Measures; delegates authority and holds subordinate managers accountable for the efficient administration of their divisions or sections.

Knowledge and Abilities

Extensive knowledge of: the California Food and Agricultural Code, California Business and Professions Code, and all related applicable County, state and federal laws and regulations; the principles of entomology, plant pathology, and horticulture and of the methods and practices of commercial growers and agents; effective procedures and laws pertaining to plant quarantine, standardizations, nursery inspection, seed inspection, vineyard and orchard inspection, regulation of cannabis cultivation; and the use of pesticides and other chemicals.

Thorough knowledge of: the principles and practices of administration and organization applicable to the Department of Agriculture/Weights and Measures; the principles and practices of personnel and fiscal administration.

Ability to: analyze situations, make sound decisions, and take effective courses of action; establish and maintain effective and harmonious working relationships with the Board of Supervisors, County Administrator, and other agencies and the general public; set performance standards and supervise and evaluate the work activities and performance of subordinates; speak before professional and other

groups on agricultural subjects; direct and prepare clear written reports and make effective oral presentations; and develop, justify, and monitor the department budget.

Minimum Qualifications

Education: A bachelor’s degree in agriculture, biological, physical sciences or other degrees approved by the Secretary of the California Department of Food and Agriculture.

Experience: Any combination of training and experience which would clearly demonstrate possession of the knowledge and abilities listed. Normally, five years of experience in the enforcement of agricultural or weights and measures laws including two years of management/supervisory responsibility and program supervision experience would provide such opportunity.

License Requirement: Possession of a license of eligibility as a County Agricultural Commissioner and as a County Sealer of Weights and Measures as issued by the California Department of Food and Agriculture.

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.