

COUNTY OF MENDOCINO**AGRICULTURAL COMMISSIONER / SEALER OF WEIGHTS AND MEASURES****EMPLOYMENT AGREEMENT**

This Agreement is entered into this **23rd day of June, 2024**, by and between COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Angela Godwin**, an individual, hereinafter referred to as "EMPLOYEE".

Pursuant to Food and Agricultural Code Section 2121, Business & Professions Code section 12200, and Mendocino County Code Section 2.16.010, COUNTY appoints EMPLOYEE and EMPLOYEE accepts appointment by the County Board of Supervisors ("Board") to the consolidated office of County Agricultural Commissioner and County Sealer of Weights and Measures upon the following terms and conditions:

1. DUTIES AND RESPONSIBILITIES:

The purpose of this AGREEMENT is to retain EMPLOYEE to be the County Agricultural Commissioner and County Sealer of Weights and Measures to perform the duties and responsibilities of those offices as set forth by state law, and those contained in the County classification, 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 Board of Supervisors.

EMPLOYEE shall perform the duties required hereunder and shall effectively communicate with the Board of Supervisors and the County Chief Executive Officer while performing the duties required hereunder in a timely manner, in accordance with all local, state, and federal laws applicable to County operations.

2. TERM OF AGREEMENT:

- A. Consistent with Food & Agricultural Code section 2122 and Business & Professions Code section 12200, the term of this Agreement shall be for a period of four (4) years commencing on **June 23, 2024**, and shall continue in full force and effect through **June 22, 2028**.
- B. At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate, unless otherwise mutually extended by the parties.
- 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.

3. COMPENSATION:

COUNTY, in consideration of the covenants, agreements, and stipulations agreed to by EMPLOYEE as set forth herein, hereby agrees to provide the following compensation and benefits to EMPLOYEE during the time of EMPLOYEE's employment with the COUNTY.

A. Salary:

1. COUNTY shall pay EMPLOYEE an annual salary as follows:

Effective the first full pay period commencing **June 23, 2024**, EMPLOYEE'S annual salary will be at Step 5 for the Agricultural Commissioner/Sealer of Weights & Measures classification, which is \$152,068.80, payable on a biweekly basis.

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.

In the event EMPLOYEE's employment is terminated pursuant to Section 5 of this Agreement, EMPLOYEE resigns, or EMPLOYEE's employment otherwise ends or is modified, prior to the expiration of the four year term, EMPLOYEE will only receive the portion of the total salary that EMPLOYEE earned based upon the time period in which EMPLOYEE was employed as County Agricultural Commissioner and County Sealer of Weights and Measures prior to termination, resignation, other separation, or modification of employment.

2. Hiring Bonus

EMPLOYEE shall receive a hiring bonus as follows:

- a. A first payment of \$20,000 at the time of hire in the Agricultural Commissioner/Sealer of Weights & Measures classification.
- b. A second payment of \$10,000 after completing one year of service in the Agricultural Commissioner/Sealer of Weights & Measures classification.
- c. A third and final payment of \$10,000 after completing two years of service in the Agricultural Commissioner/Sealer of Weights & Measures classification.
- d. The hiring bonus will be paid in an off cycle check separate from the regular paycheck and taxed at the fixed "Bonus Pay" rate for the relevant year. The hiring bonus is not pensionable.

B. Retirement:

1. EMPLOYEE will be enrolled in the Mendocino County 1937 Retirement Act Plan in accordance with plan requirements.
2. EMPLOYEE acknowledges and agrees that the COUNTY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to EMPLOYEE'S salary and benefits. EMPLOYEE further acknowledges and agrees that the Mendocino County Employees' Retirement Association ("MCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

C. Benefits:

1. EMPLOYEE shall receive the benefits outlined in **Resolution 24-074**, the Unrepresented Employees Compensation and Benefits Resolution (Attached as Exhibit B), as it now exists and as it may be amended. To the extent there is a conflict between this agreement and the Unrepresented Employees Compensation and Benefits Resolution, the terms of this Agreement shall control.
2. COUNTY will also provide EMPLOYEE with an automobile allowance in the amount of \$250.00 (two-hundred fifty dollars) per month less appropriate IRS deductions as required by the Auditor for County-related travel. In addition, EMPLOYEE shall receive compensation for mileage at a rate to be determined by the Auditor's office for travel outside of the County of Mendocino and in accordance with the County Travel Policy. The automobile allowance is otherwise subject to the Unrepresented Employees Compensation and Benefits Resolution

D. Paid Leave:

1. COUNTY agrees to provide the same leaves as defined in the Unrepresented Employees Compensation and Benefits Resolution, as it now exists and as it may be amended, and County Code, as it now exists and as it may be amended.
2. EMPLOYEE shall receive a vacation accrual rate of 7.694 hours per pay period. The vacation accrual limit is 440 hours. The vacation benefit is otherwise subject to the Unrepresented Employees Compensation and Benefits Resolution.
3. When EMPLOYEE's employment is terminated, the accrual of vacation shall cease as of the last day of work, except when EMPLOYEE is on paid sick leave. Upon separation from employment, EMPLOYEE shall be paid for all accrued vacation hours.

4. Upon retirement from the County, EMPLOYEE shall be credited with unused sick leave accruals in accordance with County Code and Retirement System rules.

E. Health and Life Insurance Benefits:

1. EMPLOYEE is eligible to enroll in the medical, prescription, vision and dental health insurance plan. The COUNTY contribution rates shall be as established in the Unrepresented Employees Compensation and Benefits Resolution.
2. COUNTY contribution rates may increase or decrease based on the annual renewal premium received from the health plan broker, contribution rates will be evaluated yearly.
3. Enrollment in the County Health Insurance Plan includes \$50,000 Life Insurance and \$5,000 Accidental Death and Dismemberment Insurance.

4. EMPLOYEE PERFORMANCE EVALUATION:

COUNTY, through the Board of Supervisors, shall review and evaluate EMPLOYEE's performance annually, unless the Board of Supervisors determines a more frequent performance review is necessary. Evaluations may include review and update of EMPLOYEE's 2024/2025 Department Head Performance Goals dated May 7, 2024 (Attached as Exhibit C).

5. TERMINATION OF EMPLOYMENT:

EMPLOYEE'S employment may be terminated during the four year term of this office by any of the following procedures:

- A. The State may revoke EMPLOYEE'S Agricultural Commissioner's license and declare the office vacant pursuant to the procedures in Food & Agricultural Code sections 2181 et seq; or
- B. The State may revoke EMPLOYEE'S Sealer of Weights & Measures license and declare THE office vacant pursuant to the procedures in Business & Professions Code § 12214; or
- C. EMPLOYEE may be removed at any time by the Board of Supervisors for neglect of duty, malfeasance or misconduct in office, or when the Board of Supervisors has otherwise determined that the performance of local tasks is unsatisfactory, or for other good cause shown, upon written accusation to be filed with the Board of Supervisors, by a person not a member of the Board, and heard by the Board and sustained by a majority vote of the Board.
 1. When an accusation has been so filed with the Board, the Board may employ private counsel to investigate and present the accusation.

2. A copy of the accusation shall be personally served upon EMPLOYEE and EMPLOYEE shall be given not less than 10 days' time in which to file a written answer to the accusation.
3. All testimony before the Board shall be under oath or affirmation administered by the Board. Pursuant to Government Code section 25170, the Board is vested with the power to compel the attendance of witnesses and the production of books, papers and testimony and shall make such processes available to EMPLOYEE.
4. If, after hearing, it appears to the satisfaction of the Board that the accusation has been substantiated, the Board shall so notify EMPLOYEE by mail. Such notice shall specifically state the findings and judgment of the Board, and the Board shall thereupon forthwith terminate EMPLOYEE's employment.

6. ADMINISTRATIVE LEAVE:

- A. 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.
- B. The administrative leave will commence on the Chair of the Board of Supervisors' delivery to EMPLOYEE of a written notice to that effect. Upon the delivery of the notice to EMPLOYEE, 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. EMPLOYEE shall not accrue any vacation, sick leave, or any other County provided leave benefit while on administrative leave under this section.
- C. The administrative leave imposed by the Chair shall not exceed a total of three months. The administrative leave may be extended beyond three months upon approval by a majority of the Board of Supervisors.
- D. 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 1 of this Agreement, or in any other way interferes with the administration or operation of the County Department of Agriculture. 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 paragraph 1 of this Agreement, or in any other way interferes with the administration or operation of the County Department of Agriculture, that County's duties to compensate EMPLOYEE under this Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference.

- E. The administrative leave and the suspension of job duties shall terminate on the Chair's delivery to EMPLOYEE of a written notice to that effect.

7. RESIGNATION BY EMPLOYEE:

- A. EMPLOYEE may terminate employment at any time by delivering to the Board of Supervisors a written resignation. Such resignation shall be irrevocable and shall be effective not earlier than thirty (30) 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 separation may be extended for any agreed upon period of time.
- B. From the date upon which EMPLOYEE submits a written resignation until the actual date upon which the resignation becomes effective, EMPLOYEE shall continue to devote 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 employment.

8. ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties regarding the terms and conditions of employment, and there are no agreements between the parties relating to the subject matter other than those set forth or expressly incorporated into this AGREEMENT. This AGREEMENT supersedes all prior representations or agreements relating to the subject matter and may be changed only by an agreement in writing signed by both parties.

9. MODIFICATION, AMENDMENT, WAIVER:

No modification or amendment of any provisions of this AGREEMENT shall be effective unless approved in writing and signed by duly authorized representative of COUNTY and EMPLOYEE. The failure of COUNTY or EMPLOYEE to enforce any of the provisions of this AGREEMENT shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision in accordance with its terms.

10. INTEREST OF CONTRACT EMPLOYEE:

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

11. 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.

12. SEVERABILITY:

It is the desire of the parties that this AGREEMENT be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this AGREEMENT be declared or determined by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the AGREEMENT, which shall be severable, and shall remain in force and not be affected thereby.

13. GOVERNING LAW:

This AGREEMENT has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

14. COUNTERPARTS:

This AGREEMENT may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this AGREEMENT received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

15. TIME:

Time is of the essence.

16. 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, intending to be legally bound, have executed this Agreement on the dates indicated below.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1020

Line Item:

Grant: ☐ Yes ☒ No

Grant No.:

EMPLOYEE

DocuSigned by:

By:

Angela Godwin

Date:

9FEDD6EDAEC94DF...

5/15/2024

NAME AND ADDRESS OF EMPLOYEE:

Angela Godwin

COUNTY OF MENDOCINO

By:

Maureen Mulheren

Maureen Mulheren, Chair
BOARD OF SUPERVISORS

Date: 05/21/2024

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

ATTEST:

DARCIE ANTLE, Clerk of said Board

By:

Antle

Deputy

05/21/2024

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

DARCIE ANTLE, Clerk of said Board

By:

Antle

Deputy

05/21/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

James Ross,
Interim County Counsel

By:

James Ross

Deputy

Date:

05/15/2024

INSURANCE REVIEW:

By:

Darcie Antle

Risk Management

Date:

05/15/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Christopher

Deputy CEO

Date:

05/15/2024

Exhibit A

County of Mendocino**AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND MEASURES**

SALARY: \$60.15 - \$73.11 Hourly, \$4,812.00 - \$5,848.80 Biweekly, \$125,112.00 - \$152,068.80 Annually

The Position**JOB SUMMARY AND DISTINGUISHING FEATURES:**

Under administrative direction, supervises and directs all department functions and staff; serves as the agricultural official, weights and measures official and pesticide official for the County in charge of regulatory programs which protect the environment, consumers and the agricultural industry; oversees and coordinates the Agricultural Preserve Program, predatory animal control and crop statistics; serves as spokesperson regarding complex agricultural matters including, genetic engineering, food irradiation, food safety, NAFTA, GATT, bio solids, foreign trade and markets, land use planning, water issues and organic issues requiring a higher degree of job sophistication.

Examples of Duties and Essential Job Functions

All responsibilities may not be performed by all incumbents.

- Carries out supervisory responsibility in accordance with policies, procedures and applicable laws including: interviewing, hiring and training, planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Develops and recommends operating budget annually; monitors and administers approved budget.
- Reviews and signs various state and federal contracts for each fiscal year.
- Carries out the directions and assists the Secretary for the State Department of Food and Agriculture; serves as local administrator for pest prevention, the Organic Act and Farmer's Markets, inspection of nurseries, seed, fruits and vegetables, eggs, and noxious weed control.
- Carries out the directions and assists the Director of the Department of Pesticide Regulations; serves as local administrator for pesticide enforcement and investigations.
- Plans and directs the Weights and Measures programs to inspect weighing and measuring devices, packaged commodities, weighmaster, and petroleum product quality under general supervision of the State Department of Food and Agriculture.
- Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.
- Causes violators of weights and measures laws to be prosecuted.
- Consults with USDA, University Extension, and others to learn about new pests and new pest control methods.
- Compiles and publishes annual Crop Report with agricultural production and acreage including an annual report to the Secretary of CDFA on pests, organic farming, IPM and biological control activities.
- Compiles information into a summary report for review by others.
- Writes detailed or technical reports of all findings, conclusions, and recommendations based on a thorough analysis and interpretation of data for presentation to others.
- Administers the Agricultural Preserve Program and coordinates with other county departments.

- Issues federal Phytosanitary Certificate to export commodities to foreign markets.
- Performs quarantine inspection for commodities coming into the state.
- Makes recommendations on land use planning as it relates to agriculture, Williamson Act, and timber production zones.
- Monitors current, newly adopted, and proposed legislation; suggests changes in legislation.
- Attends and participates in the annual meeting of the California Agricultural Commissioners and Sealers Association and a variety of meetings as required.
- Discusses pest and pest management solutions with growers, environmental groups, agencies, and other members of the public.
- Conducts interviews with the media regarding agricultural topics.
- Coordinates with other County Agricultural Commissioners and Sealers on a regional basis.
- Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

Computers
Electric Meter Test Equipment
General Office Equipment
Pressure Gauges
Vehicle
Precision Weights and Scales
Refractometer
Thermometers
Microscopes
Fabric and Tape Measures
Liquid Measures

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Bachelor's degree from an accredited four-year college or university in Agriculture, Biology, Chemistry, Math, Physical Sciences, Engineering, or a related field; and,

Four to six years of progressively responsible related experience; or,

Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

Licenses and Certifications:

County Agricultural Commissioner License
County Sealer of Weights and Measures License
Valid State Driver's License
Federal Phytosanitary Certificate
Pesticide Regulation License
Pest Prevention and Plant Regulation License
Weight Verification License

Investigation and Environmental Monitoring License
Integrated Pest Management License
Commodity Regulation License
Measurement Verification License
Transaction and Product Verification License

Knowledge, Skills, and Abilities

Knowledge of:

- All applicable state, federal, county, and local ordinances, codes, laws, rules and regulations.
- Basic budgetary principles and practices.
- Administrative principles and practices, including goal setting and implementation.
- Administration of staff and activities, either directly or through subordinate supervision.
- Methods and techniques of research, statistical analysis and report presentation.
- Basic farming methods.
- Forms of pest management including mechanical, cultural, chemical, biological and integrated pest management.
- Pesticide chemistry, toxicology, and modes of action.
- All computer applications and hardware related to performance of the essential functions of the job.
- Principles and practices of land use planning.
- Legislative processes and criminal, civil and administrative penalties.

Skill in:

- Using tact, discretion, initiative and independent judgment within established guidelines.
- Researching, compiling, and summarizing a variety of informational and statistical data and materials.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Applying logical thinking to solve problems or accomplish tasks; to understand, interpret and communicate complicated policies, procedures and protocols.
- Communicating clearly and effectively, both orally and in writing.
- Using mathematics.
- Planning, organizing, assigning, directing, reviewing and evaluating the work of staff.
- Selecting and motivating staff and providing for their training and professional development.
- Preparing clear and concise reports, correspondence and other written materials.
- Presenting technical information clearly, concisely and in an interesting manner to technical committees, public officials, and the general public.

Mental and Physical Abilities:

- Ability to deal effectively with the general public and the media.
- Ability to deal with individuals and the general public in stressful situations.
- Ability to speak effectively before public groups and respond to questions.
- Ability to read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.
- Ability to work with mathematical concepts such as probability and statistical inference.
- Ability to interpret a variety of technical instructions with abstract and/or concrete variables.

- Ability to define problems, collect data, establish facts and draw valid conclusions.
- Ability to enforce the laws in a fair and impartial manner.
- Ability to identify many different plants, animals, insects, and diseases.
- While performing the essential functions of this job the employee is frequently required to sit, use hands to finger, handle, or feel, reach with hands and arms, speak and hear, and lift and/or move up to 25 pounds.

Other Information

Working Conditions:

While performing the essential functions of this position the employee is frequently exposed to risk of electrical shock, and toxic or caustic chemicals.

The incumbent's working conditions are typically moderately quiet.

Incumbents may be required to work weekends, special events, on-call, or outside of normal work schedule.

Incumbents who drive on County business to carry out job-related duties must possess and maintain a valid California driver's license upon hire for the class of vehicle driven and meet automobile insurability requirements of the County.

Disaster Service Worker - Pursuant to California Government Code Section 3100-3109, all public employees are declared disaster service workers subject to disaster service activities as may be assigned to them in the event of fire, flood, earthquake, or other natural or man-made disaster.

This class specification should not be interpreted as all inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

CLASS TITLE: AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND MEASURES

CLASS CODE: 2049

DEPARTMENT: AGRICULTURE

FLSA STATUS: E

REPORTS TO: BOARD OF SUPERVISORS

Exhibit B

COUNTY OF MENDOCINO

**UNREPRESENTED EMPLOYEES
COMPENSATION AND BENEFITS**
(ATTACHMENT A – RESOLUTION No. 24-074)

Table of Contents

SECTION 1 – TITLE	3
SECTION 2 – APPLICABILITY	3
2.1. Services.....	3
2.2. Employees	3
SECTION 3 – ADMINISTRATION OF COMPENSATION	4
3.1. Salary Provision	4
3.2. Longevity Increase	5
3.3. Deferred Compensation Plan	5
SECTION 4 – EXPENSES, MATERIALS AND REIMBURSEMENTS	5
4.1. Education, Training and Health Stipend	6
4.2. Mileage Reimbursement.....	6
4.3. Automobile Allowance	6
SECTION 5 – HEALTH AND WELFARE BENEFITS	7
5.1. Health Insurance	8
5.2. Retirement Benefit	9
5.3. Life Insurance Benefit	9
SECTION 6 – HOLIDAYS.....	9
SECTION 7 – VACATION.....	10
7.1. Vacation Accrual	10
7.2. Cash Out for Vacation	10
7.3. Flexible Time Off.....	10
SECTION 8 – SICK LEAVE.....	11
8.1. Sick Leave Accrual Limit	11
8.2. Family Sick Leave/Use for Domestic Violence Concerns	11
8.3. Sick Leave Credit at Retirement	12
8.4. Use of 8 Hours Sick Leave for Wellness Programs	12
SECTION 9 – MISCELLANEOUS LEAVES OF ABSENCE	12
9.1. Bereavement Leave	12
9.2. Personal Leave	13
9.3. Family and Medical Leave Act	13
9.4. Salary Continuance During Long Term Disability	13
9.5. Catastrophic Leave	14
APPENDIX A – JOB CLASSIFICATIONS	15

UNREPRESENTED EMPLOYEES COMPENSATION AND BENEFITS RESOLUTION

SECTION 1 – TITLE

This Resolution Number 24-074 shall be known as the Unrepresented Employees Compensation and Benefits Resolution of the County of Mendocino. The provisions of this Resolution may be superseded in whole or in part by subsequent resolutions adopted by the Board of Supervisors of Mendocino County. Each such resolution shall be effective on the first day of the County pay period next succeeding its adoption unless such resolution provides otherwise. Any provision of Resolution No. 24-074 superseded by subsequent resolution of the Board of Supervisors shall be deemed repealed upon the effective date of the superseding resolution.

The Board of Supervisors reserves the right and ability to amend any of the provisions of this Resolution at any time, including, but not limited to, the right and ability to decrease or terminate any compensation and benefits provided in this Resolution.

To the extent any provision of this Resolution may be inconsistent or in conflict with applicable state or federal law or County ordinance, the provisions of such state or federal law or County ordinance shall control.

This Resolution is designed to work in conjunction with all other official Mendocino County employment policies and shall be construed to work in harmony with such policies. To the extent there is an irreconcilable conflict between this Resolution and a Mendocino County employment policy on a specific subject matter, the Mendocino County policy addressing the specific subject matter shall control.

SECTION 2 – APPLICABILITY

2.1. Services

The provisions of this Resolution shall apply to the unclassified services of the County of Mendocino.

2.2. Employees

The provisions of this Resolution apply only to employees in positions specifically exempted from County classified service by Mendocino County Code Section 3.16.100 and are not represented by a recognized employee organization. Attachment A provides a list of classification titles of which this Resolution applies.

The provisions of this Resolution also apply to department heads and executive officials, including elected department heads and elected officials, who are not represented by a recognized employee organization, are not under an individual employment contract with the County, and/or are specifically excluded by Board of Supervisors resolution or by law.

"Unrepresented employee" shall mean those employees in positions applicable to this Resolution. When used in Sections 3 through 9 the term "employee" shall mean Unrepresented employee.

The term "unrepresented employee" does not include the Board of Supervisors.

SECTION 3 – ADMINISTRATION OF COMPENSATION

3.1. Salary Provision

3.1.1 Salary Adjustments

(a) General Authority. The Board of Supervisors shall establish, by resolution, the salaries of Unrepresented Employees. Except for the Salary Adjustment for Non-Elected Unrepresented Employees noted at Section 3.1.1(b) below, such actions shall be adopted by the Board by resolution separate from this Resolution.

(b) Salary Adjustment for Non-Elected Unrepresented Employees. Effective the first full pay period following Board of Supervisors approval of this Resolution, non-elected Unrepresented employees will receive a 1% Cost of Living adjustment (COLA) increase to base salary.

For those classifications identified as being below market in the County's 2023 total compensation study (the "2023 Compensation Study") effective the first full pay period following July 1, 2024, non-elected Unrepresented employees in those classifications shall receive one-half of the market salary increase designed to bring them to one hundred percent (100%) of market determined by the 2023 Compensation Study.

For those classifications identified as being below market in the 2023 Compensation Study, effective the first full pay period following July 1, 2025, non-elected Unrepresented employees in those classifications shall receive the remaining one-half of the market salary increase designed to bring them to one hundred percent (100%) of market determined by the 2023 Compensation Study.

The Board may, by separate resolution, make future salary adjustments for non-elected unrepresented employees.

(c) Salary Adjustments for Elected Unrepresented Employees. Salary adjustments for elected unrepresented employees shall be done by the Board of Supervisors by separate resolution.

3.1.2. Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum pay step, and advancement to pay steps greater than the minimum pay step shall be within the limits of the salary scale for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum pay step, employment of individuals for employment at a higher pay step than the minimum may be authorized upon recommendation of the appointing authority with the approval of the Human Resources Director and Chief Executive Officer, because of exceptional qualifications or experience higher than the minimum qualifications possessed by the applicant, or because of recruiting difficulties.

3.2. **Longevity Increase**

Employees who complete multiple years of continuous County employment, which is a period of employment without a break in service, shall receive a longevity increase to the base rate of pay based on the following:

- After completion of seven (7) years of continuous County employment, the employee shall receive a 2.5% increase to the base rate of pay.
- After completion of ten (10) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 5% increase to the base rate of pay.
- After completion of fifteen (15) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 7.5% increase to the base rate of pay.
- After completion of twenty (20) years of continuous County employment, the employee shall receive an additional 2.5% wage increase, for a total 10% increase to the base rate of pay.

3.3. **Deferred Compensation Plan**

In connection with deferred compensation programs offered by the County, the County shall contribute to such deferred compensation programs an amount on behalf of each employee electing to participate in the deferred compensation programs equal to the amount contributed by that employee from his or her own salary but not to exceed a total of 4% of the employee's salary.

The County deferred compensation contribution match shall be made on a bi-weekly basis and shall be consistent with the current laws and regulation governing deferred compensation contributions, including but not limited to Government Code Section 7522.10(g) of the California Public Employees' Pension Reform Act of 2013.

SECTION 4 – EXPENSES, MATERIALS AND REIMBURSEMENTS

4.1. Education, Training and Health Stipend

Each Unrepresented employee shall be provided \$1500.00 per fiscal year (July to June) in the form of a taxable Education, Training and Health Stipend for expenses associated with the following: education, training, travel, computer equipment, software and other supplies and equipment; health club dues and fees and equipment intended to maintain good health and fitness.

The stipend shall be divided equally into four quarterly payments and shall be automatically included in the last paycheck issued in September, December, March, and June, as long as the employee remains an Unrepresented employee at the time of the quarterly payment.

This stipend will be taxable per IRS regulations and no receipts or claim forms are required.

The goals of this Program are the increased professional and personal competence, education, training, skills, health, benefit and well-being of employees. The payments do not depend on hours worked, services rendered, job performance, or other criteria that depend on the quality or quantity of the employee's work. Programs, courses, education, training, and services or materials that contribute to or advance these goals are appropriate expenditures. These monies are not to be taken from the particular departmental funds.

An employee shall not be required to purchase necessary workplace equipment using these funds. The County shall not be responsible for maintaining any items purchased with these funds.

4.2. Mileage Reimbursement

An Unrepresented employee who is authorized to and does provide a motor vehicle for travel required of the employee in the performance of official duty shall be reimbursed at the standard IRS business mileage rate. Mileage reimbursements must be submitted in accordance with Mendocino County Policy #18, Travel and Meal Policy.

4.3. Automobile Allowance

The Automobile Allowance created by this Resolution is extended to Unrepresented County executive employees (department heads) and executive officials as denoted in Appendix A.

Individuals serving as interim, acting, or temporary department heads or executive officials, or as assistant department heads or executive officials may petition the appointed CEO or designee for eligibility for an automobile allowance. In these cases, the individual can only receive the automobile allowance upon approval of the appointed CEO or designee and acceptance and approval of the Board of Supervisors.

The Automobile Allowance is use-based. Eligible employees who have a frequent and ongoing need to travel within the County for County business purposes may be provided the Automobile Allowance in lieu of requesting reimbursement for actual mileage in

accordance with the County's travel policy. Frequent and ongoing need to travel means the employee would typically need to travel intra-county on a weekly basis in the performance of their job.

4.3.1. Conditions of Electing to Receive the Automobile Allowance:

All eligible executive employees and officials may elect from the following options:

1. Receive an automobile allowance under the terms and conditions of this Agreement and Resolution; **or**
2. Continue to receive reimbursement for actual mileage expended on County business for intra-County travel as well as outside of the County travel, as set forth in the County's travel policy; and/or receive usage of a County vehicle for business travel; in accordance with the County travel policy and vehicle use policy.

While an eligible executive employee or official who elects to receive an automobile allowance may continue to be reimbursed or use County vehicles, for travel outside Mendocino County in accord with County policies; the employee or official may not be reimbursed for travel within the county, nor may the employee or official use a County vehicle for normal business travel within the County.

Electing this option does not affect the employee's or official's ability to use County trucks, vans, 4x4's or other utility vehicles for appropriate utilitarian, emergency, or extraordinary use. The intent of this section is to prevent the abusive use of this benefit by electing to receive an automobile allowance yet continuing to use County vehicles on a daily, frequent or constant basis.

4.3.2. Electing to Receive an Automobile Allowance

An eligible executive employee or official must inform the Payroll Manager of their decision to receive an automobile allowance. The employee or official will receive the auto allowance beginning the next pay period after filing for this option.

4.3.3. Removal of Automobile Allowance

The County shall remove the automobile allowance for executive employees or officials who are placed on or take continuous extended leave for a period of two or more pay periods. Upon returning to work from extended leave and at the request of the executive employee or official, the automobile allowance can be reinstated effective on the next full pay period following their return.

4.3.4. Amount of the Automobile Allowance

Eligible executive employees and officials who elect to receive an automobile allowance shall receive \$250.00 [two-hundred fifty dollars] per month as a taxable allowance added to their paycheck.

SECTION 5 – HEALTH AND WELFARE BENEFITS

5.1. Health Insurance

5.1.1. Health Plan Description

The medical benefits shall be as contained in the County’s health plan document as approved by the Board of Supervisors. Information on the County’s current health plan may be found on the Executive Office website and is provided for information purposes only. To the extent the provisions on the County’s website are inconsistent with official resolutions and documents approved by the Board of Supervisors and other applicable laws, such official resolutions and documents and applicable laws shall govern.

Employees may participate in the County’s plans. Employees who can provide proof of enrollment in an alternate group health insurance may opt out of the County’s plans. Employees who opt out of the County’s plans shall not receive any County contribution to health insurance premiums. In the event their alternate insurance ceases, the employee will be allowed to re-enroll in the County plan pursuant to the provisions of the plan and applicable law.

5.1.2. Health Insurance Premiums

The County/employee cost sharing on health (vision, dental, medical) insurance premiums will continue in the amounts as set forth below. The County may reasonably delay implementation of any new premium increase and changes in order to assure appropriate administration and technical requirement for implementation.

County Contribution Rates 2024:

• County Employee Contribution for Gold & Silver (over \$52k)	81.00%
• County Dependent Contribution for Gold & Silver (over \$52k)	79.00%
• County Employee Contribution for Silver (under \$52k)	83.25%
• County Dependent Contribution for Silver (under \$52k)	79.00%
• County Employee Contribution for Bronze HDHP	79.75%
• County Dependent Contribution for Bronze HDHP	75.00%

County 2024 contribution rates will sunset 12/31/24 - rates may increase or decrease based on the annual renewal premium received from the health plan broker, contribution rates will be evaluated yearly.

5.1.3. Domestic Partner

The County of Mendocino offers medical, dental and vision coverage for domestic partners as defined by Family Code Section 297 (as amended).

To be eligible the following conditions must be complied with:
Employees and their Domestic Partners must register with and be certified by the State of California.

The employee must provide a copy of the State Certification of Domestic Partner Registration at time of enrollment. Enrollment is completed through BenXcel, the County’s online health benefits administration portal.

It is understood that the IRS does not (currently) recognize Domestic Partners as a spouse or dependent for federal income tax purposes. Therefore, it is understood that any additional taxes incurred by registering a Domestic partner will be the sole financial responsibility of the employee. The County of Mendocino will endeavor to implement any changes in the Domestic Partner tax law as they occur in a timely manner.

This benefit will terminate upon termination of the Domestic Partnership pursuant to Family Code Section 299.

5.2. Retirement Benefit

Unrepresented employees who work at least 80% of the full-time standard hours are eligible for retirement benefits as a member of the Mendocino County Employees Retirement Association (MCERA). Information on retirement benefits can be found on the MCERA website and is provided for information purposes only. To the extent the provisions on the MCERA website are inconsistent with official resolutions and documents approved by the MCERA Board of Retirement (and, when required by law, ratified by the Board of Supervisors) and other applicable laws, such official resolutions and documents and applicable laws shall govern.

5.3. Life Insurance Benefit

The County will provide a total of \$50,000 term life insurance for all Unrepresented employees.

SECTION 6 – HOLIDAYS

Pursuant to County Code § 3.04.190 the following are paid holidays. All employees occupying a permanent full-time or permanent part-time position shall receive their regular pay for these holidays:

- | | |
|----------------------------|--------------------------------|
| • January 1st | New Year's Day |
| • 3rd Monday in January | Martin Luther King, Jr Day |
| • 3rd Monday in February | President's Day |
| • Last Monday in May | Memorial Day |
| • July 4th | Independence Day |
| • 1st Monday in September | Labor Day |
| • 2nd Monday in October | Indigenous Peoples' Day |
| • November 11th | Veteran's Day |
| • 4th Thursday in November | Thanksgiving Day |
| • 4th Friday in November | Day following Thanksgiving Day |
| • December 25th | Christmas Day |

Every day designated by the President or the Governor of the State of California and formally recognized by the Board of Supervisors as a holiday, day of Thanksgiving, or of public mourning.

SECTION 7 – VACATION

7.1. Vacation Accrual

7.1.1. Full-Time Employees

Pursuant to County Code 3.04.150 every permanent full-time employee of the County of Mendocino shall be credited with forty (40) hours of paid vacation upon the completion of thirteen (13) bi-weekly pay periods of service. Thereafter, vacation shall accrue at the rate of 3.079 hours per pay period of service until the employee has completed three (3) years of service; thereafter, vacation shall accrue at the rate of 4.616 hours every pay period until the employee has completed eight (8) years of service; thereafter, vacation shall accrue at the rate of 6.157 hours per pay period until the employee has completed fifteen (15) years of service; thereafter, vacation shall accrue at the rate of 7.694 hours per pay period. Vacation accrual limit is 440 hours.

Years of Pay Service	Accrual Rate	Hours	Maximum Accruals
0 to 3	3.079	80	440
>3 to 8	4.616	120	440
>8 to 15	6.157	160	440
>15	7.694	200	440

7.1.2. Vacation Accrual Upon Termination

When an employee terminates, the accrual of vacation shall cease as of the last day of work, except when an employee is on paid sick leave.

7.2. Cash Out for Vacation

Unrepresented employees may at their request receive compensation in lieu of unused vacation leave, not to exceed eighty (80) hours per fiscal year. Said compensation shall be paid to the employee following the submission of the request to the Human Resources Department. The amount of compensation paid to an employee shall be calculated at the employee's current rate of pay. Employee must submit an irrevocable election form no later than December 15 of the prior calendar year.

7.3. Flexible Time Off

For employees determined to be exempt from the Fair Labor Standards Act (FLSA), Flexible time off (FTO), computed at the direct rate of one times the hours worked beyond the regular forty (40) hour per week, may be accumulated to a maximum of 120 hours. This time is not accumulative from year to year and is not to be considered part of earned vacation accrual. Accumulated FTO hours may be taken by an employee as time off with pay upon the request of the employee and approval of the appointing authority. Unused accumulated FTO hours shall not be cashed out at any time and an employee separating

from County employment will not receive payment for unused FTO. The choice of using Flexible Time Off, Vacation Leave, or Personal Leave for an approved absence from work is at the election of the employee.

SECTION 8 – SICK LEAVE

8.1. Sick Leave Accrual Limit

Pursuant to County Code § 3.04.160 sick leave hours may be accrued without limit.

8.2. Family Sick Leave/Use for Domestic Violence Concerns

In addition to use by the employee for their own health condition or preventative care, in accordance with County Code § 3.04.160, employees shall be allowed to use accrued paid sick leave for the following purposes:

- a. Diagnosis, care or treatment of an existing health condition of, or preventive care for an employee's family member. The term "family member" means any of the following:
 - (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - (3) A spouse.
 - (4) A registered domestic partner.
 - (5) A grandparent.
 - (6) A grandchild.
 - (7) A sibling.
 - (8) A designated person, which means a person identified by the employee at the time the employee requests paid sick days. An employee shall be limited to one designated person per 12-month period.

The same procedures and verification standards used for personal sick leave shall be used for family sick leave.
- b. Paid sick leave which is designated as family sick leave shall normally be limited to a maximum of sixty-one (61) hours per calendar year. Additional accrued paid

sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head, or designee. In the case of a Department Head, such approval shall be by the Chief Executive Officer. In the case of the Chief Executive Officer, such approval shall be by the Chair of the Board of Supervisors.

- c. For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

As a condition for the use of paid sick leave, the employee shall give reasonable advance notice of the employee's intention to take time off for any of the purposes identified above, unless advance notice is not feasible. When an unscheduled absence occurs, the County may require the employee to certify that the absence is a result of domestic violence, sexual assault, or stalking, in the form of a police report, a court order, or medical documentation. To the extent authorized by law, the County will maintain the confidentiality of any employee's request for time off under this subsection.

8.3. Sick Leave Credit at Retirement

Pursuant to County Code § 3.08.070, any employee who has accrued sick leave at the time of application for retirement is entitled to have credited one hundred percent (100%) of unused sick leave toward the employee's total County service for the purpose of calculating the retirement benefit. The amount of sick leave accrued as of the day of retirement shall in no case be used in calculating the minimum County service required to be eligible for County retirement.

8.4. Use of 8 Hours Sick Leave for Wellness Programs

Up to eight (8) hours of sick leave per calendar year may be used by an employee for the purpose of attending an approved County Wellness program.

To use sick leave the employee must have a balance of 40 hours of sick leave accrued at the time the leave is used to attend the Wellness program.

SECTION 9 – MISCELLANEOUS LEAVES OF ABSENCE

9.1. Bereavement Leave

Employees who suffer a death in their immediate family may be allowed five (5) days of bereavement leave for each instance. The five (5) days may be used non-consecutively within three (3) months of the date of death of the family member and shall be considered paid leave.

9.1.1. Additional Days

Should an employee need additional time beyond five (5) days, the employee may use an additional two (2) days of accrued leave. Accrued leave for this purpose may

be flexible time-off, personal leave, vacation time, or sick leave (if applicable). Should the employee not have any such accrued leave, this absence may be considered leave without pay.

9.1.2. Immediate Family

For the purpose of this Section, "Immediate Family" is defined as the employee's spouse, child, stepchild, grandchild, parent, brother, sister, grandparent, domestic partner or spouse's or domestic partner's parent, brother, sister or stepparent.

9.2. Personal Leave

All Unrepresented employees shall receive a maximum of 48 hours of Personal Leave per calendar year pursuant to this section. Upon hire, a new employee shall be given Personal Leave hours on a pro rata basis based on their date of hire as follows:

9.2.1. Personal Leave Annual Credit

Every calendar year thereafter, an Unrepresented permanent full-time employee will be credited on the first day of the calendar year with Personal Leave of up to forty-eight (48) hours for the calendar year. Forty-eight (48) hours per calendar year will be credited on the first day of the calendar year for every year thereafter the employee remains employed on a full-time basis.

9.2.2. Use of Personal Leave

Personal Leave hours shall not be charged to any accumulated leave balance and must be used no later than the last pay period of the calendar year that does not include January 1.

9.2.3. No Accrual of Personal Leave

Personal Leave shall be taken in the calendar year earned and shall not be carried forward, nor shall there be any payment for credited but unused Personal Leave hours upon separation from County service.

9.3. Family and Medical Leave Act

It is the policy of Mendocino County to provide family, medical, and pregnancy disability leave to eligible employees in accordance with federal and state laws. Mendocino County Policy #27, Family and Medical Leave, outlines family, medical, and pregnancy disability leave entitlements that apply to eligible employees.

It is the intent of the County to comply with both the federal Family and Medical Leave Act of 1993 and the California Family Rights Act (Government Code § 12945.2), as well as other applicable laws concerning leaves of absence. To the extent any provision of Mendocino County Policy #27 may be inconsistent or in conflict with the applicable state or federal medical leave law, the provisions of such state or federal law shall control.

9.4. Salary Continuance During Long Term Disability

After an Unrepresented employee has exhausted all of their sick leave, Flexible Time Off, Personal Leave, and vacation benefits, and who are unable to work or remain absent from

work due to an illness or injury, as certified by their medical provider and approved through the FMLA/CFRA leave entitlement process or the reasonable accommodation, pursuant to the *Americans With Disabilities Act* and California's *Fair Employment and Housing Act*, shall be eligible to receive the following salary continuance benefits:

- a. 100% of base salary for the first two (2) months after such leave has commenced.
- b. If unable to work after that, the employee shall receive 75 percent of base salary for an additional two (2) month period.
- c. If unable to work after that, employee shall receive 50 percent of base salary for an additional two (2) month period.

In addition to the medical certification indicating the need for medical leave, the employee shall be required to present to the County Human Resources Director a certificate from the treating medical provider, indicating an opinion that the employee can reasonably be expected to recover sufficiently to return to work to perform the employee's essential job functions either without restrictions or with reasonable accommodations. The medical provider's certificate may be obtained through a medical examination at County expense or through consultation between a County-designated physician and the employee's personal medical provider.

9.5. Catastrophic Leave

Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the employee, the employee's spouse, parent, or child. Mendocino County Policy #39, Catastrophic Leave, outlines the procedures and eligibility requirements for Catastrophic Leave.

APPENDIX A – JOB CLASSIFICATIONS

Classification Title	Class Code
ADMINISTRATIVE PROJECT MANAGER-MEASURE B	0209
ADMINISTRATIVE ANALYST I	0011
ADMINISTRATIVE ANALYST II	0010
ASSESSOR / CLERK RECORDER ♦	0034
ASSISTANT AGRICULTURE COMMISSIONER/SEALER W&M	2015
ASSISTANT ASSESSOR	0032
ASSISTANT AUDITOR-CONTROLLER	0022
ASSISTANT CHIEF EXECUTIVE OFFICER	0042
ASSISTANT CHIEF PROBATION OFFICER	6014
ASSISTANT CHILD SUPPORT SERVICES DIRECTOR	0208
ASSISTANT CLERK-RECORDER REGISTRAR	0194
ASSISTANT COUNTY COUNSEL	0202
ASSISTANT DIRECTOR SOCIAL SERVICES	0141
ASSISTANT DISTRICT ATTORNEY	7003
ASSISTANT HUMAN RESOURCES DIRECTOR	0207
ASSISTANT PLANNING & BUILDING DIRECTOR	2067
ASSISTANT PUBLIC DEFENDER	7069
ASSISTANT TREASURER-TAX COLLECTOR	0068
AUDITOR – CONTROLLER / TREASURER TAX COLLECTOR ♦	0236
CANNABIS PROGRAM MANAGER	0201
CHIEF DEPUTY COUNTY COUNSEL	7024
CHIEF DEPUTY AUDITOR-CONTROLLER	0167
CHIEF EXECUTIVE OFFICER *	0043
CHIEF RECOVERY RESILIENCY OFFICER	0246
COUNTY COUNSEL *	7019
COUNTY HEALTH OFFICER *	4016
COUNTY SURVEYOR	2004
DEPUTY AIR POLLUTION CONTROL OFFICER	2073
DEPUTY CHIEF EXECUTIVE OFFICER	0040
DEPUTY COUNTY COUNSEL I	7020
DEPUTY COUNTY COUNSEL II	7021
DEPUTY COUNTY COUNSEL III	7022
DEPUTY COUNTY COUNSEL IV	7023
DIRECTOR HEALTH SERVICES*	0248
DIRECTOR HUMAN RESOURCES *	0007
DISASTER RECOVERY FIELD OPERATIONS COORDINATOR	0224
DISASTER RECOVERY UNIT NURSE MANAGER	4114
DISTRICT ATTORNEY ♦	7002
ECONOMIC DEVELOPMENT COORDINATOR	0009
EXECUTIVE DIVISION MANAGER	0247
HUMAN RESOURCES ANALYST I	0005
HUMAN RESOURCES ANALYST II	0038
HUMAN RESOURCES MANAGER	0173
PAYROLL MANAGER	0228
PRINCIPAL ADMINISTRATIVE ANALYST	0225
RISK ANALYST	0192
RISK MANAGER	0235
SHERIFF'S BUSINESS SERVICES OFFICER	0215
SHERIFF – CORONER ♦	7052
SENIOR ADMINISTRATIVE ANALYST	0012
SENIOR HR ANALYST	0006

SENIOR RISK ANALYST	0221
UNDERSHERIFF	7054
VETERINARIAN	4116

*Denotes department head or executive employee

◆ Denotes elected official

RESOLUTION NO. 24-074

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS (1) ADOPTING A COMPENSATION AND BENEFITS RESOLUTION ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED EMPLOYEES, ELECTED DEPARTMENT HEADS, AND ELECTED OFFICIALS AS DETERMINED BY THE BOARD OF SUPERVISORS, AND (2) RESCINDING RESOLUTION NO. 10-006 (AND ALL SUBSEQUENT AMENDMENTS TO RESOLUTION 10-006) AND THE SPECIFIC PROVISIONS IN RESOLUTION 17-189 THAT LINKED THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THESE EMPLOYEES TO THE MENDOCINO COUNTY DEPARTMENT HEADS UNIT

WHEREAS, on January 5, 2010, the Board of Supervisors rescinded Resolution No. 92-209 and adopted Resolution No. 10-006 to address specific terms and conditions of employment for certain unrepresented management employees and exempted elected officials as identified in that resolution; and

WHEREAS, Resolution No. 10-006, among other things, designates and makes applicable to certain identified unrepresented management employees those specific terms and conditions of employment as have been afforded to the Mendocino County Department Heads Unit; and

WHEREAS, the Board of Supervisors has made the terms and conditions of employment afforded to the Mendocino County Department Heads Unit applicable to additional unrepresented management employees by amending Resolution 10-006 through the adoption of the following resolutions: Resolution No. 13-109, adopted November 5, 2013; Resolution No. 17-128, adopted September 12, 2017; Resolution 17-180, adopted December 5, 2017; Resolution No. 17-197, adopted December 19, 2017; Resolution No. 18-045, adopted March 27, 2018; Resolution No. 18-048, Resolution No. 18-078, adopted June 5, 2018; adopted March 27, 2018; Resolution No. 18-149, adopted October 2, 2018; and Resolution No. 18-150, adopted October 2, 2018; and Resolution No. 19-141, adopted March 12, 2019; and Resolution No. 19-204, adopted July 9, 2019; and Resolution No. 19-392, adopted November 19, 2019; and Resolution No. 19-394, adopted December 10, 2019; and Resolution No. 20-162, adopted November 17, 2020; Resolution No. 21-081, adopted June 8, 2021; and Resolution No. 22-055, adopted March 1, 2022; and Resolution No. 22-216, adopted November 1, 2022; and

WHEREAS, on December 19, 2017, the Board of Supervisors adopted Resolution No. 17-189, providing, among other things, that as of December 13, 2017, elected Department Heads (Auditor-Controller, Assessor-Clerk Recorder, and Treasurer-Tax Collector) and elected officials (District Attorney and Sheriff) will receive all eligible benefits included in the current Department Head Memorandum of Understanding; and

WHEREAS, it is the intent of the Board of Supervisors to rescind Resolution No. 10-006, and all subsequent amendments thereto, which made applicable to certain identified unrepresented management employees the specific terms and conditions of employment afforded to the Mendocino County Department Heads Unit; and

WHEREAS, it is the intent of the Board of Supervisors to rescind the specific provisions in Resolution 17-189, which provided that elected department heads and elected officials will receive all eligible benefits included in the current Department Head Memorandum of Understanding; and

WHEREAS, it is the intent of the Board of Supervisors that the terms and conditions of employment of all unrepresented employees, elected department heads, and elected officials, identified in Attachment A to this Resolution, shall be determined by the Board of Supervisors and shall not be linked to the terms and conditions of employment afforded to the Mendocino County Department Heads Unit or any other bargaining unit; and

WHEREAS, the Board of Supervisors intends this resolution to confer specific terms and conditions of employment to the unrepresented employees, elected department heads, and elected officials identified in Attachment A to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors hereby adopts a Compensation and Benefits Resolution, identified as Attachment A, and incorporated herein, establishing the terms and conditions of employment for unrepresented employees, elected department heads, and elected officials identified in Attachment A. It is the intent of the Board of Supervisors that the specific terms and conditions of employment in Attachment A will be self-executing based on existing and future Salary Resolutions as approved by the Board of Supervisors.

BE IT FURTHER RESOLVED, that should the Board of Supervisors approve a specific employment contract with any of the unrepresented employees, elected department heads, and elected officials identified in Attachment A, the terms of any such employment contract shall control any provisions in Attachment A.

BE IT FURTHER RESOLVED, that the Mendocino County Board of Supervisors hereby rescinds Resolution No. 10-006, and all subsequent amendments thereto, which made applicable to certain unrepresented management employees the specific terms and conditions of employment afforded to the Mendocino County Department Heads Unit.

BE IT FURTHER RESOLVED, that the Mendocino County Board of Supervisors hereby rescinds the specific provisions in Resolution 17-189, which provided that elected department heads and elected officials will receive all eligible benefits included in the current Department Head Memorandum of Understanding.

The foregoing Resolution introduced by Supervisor Williams, seconded by Supervisor Haschak, and carried this 7th day of May, 2024, by the following vote:

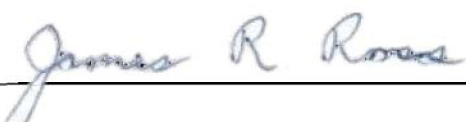
AYES:	Supervisors McGourty, Mulheren, Haschak, Gjerde and Williams
NOES:	None
ABSENT:	None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE
Clerk of the Board


Deputy

APPROVED AS TO FORM:
JAMES R. ROSS
Interim County Counsel


Deputy


MAUREEN MULHEREN, Chair
Mendocino County Board of Supervisors

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

BY: DARCIE ANTLE
Clerk of the Board


Deputy

Exhibit C

TO: Board of Supervisors

FROM: Angela J. Godwin

DATE: May 7th, 2024

RE: 2024/2025 Department Head Performance Goals and 12-Month Work Plan

1. INTRODUCTION

As the new Agricultural Commissioner/Sealer of Weights & Measures for Mendocino County realistic performance goals will be more fully developed after there is the opportunity to get into the department for assessment within the next six months. An overarching goal would be to improve department dynamics, building on successes already taking place in the department, with a commitment to effectively lead and inspire, make difficult decisions to drive positive change, and effectively communicate with all stakeholders to ensure the department's success.

2. PERFORMANCE GOALS

2.1 Status of Prior Year Performance Goals: Currently not available.

Top Proposed Performance Goals for CY 2024

- 1) Identify and assess current departmental status and challenges leading to a strategic plan to address these challenges in 2025.
- 2) Enhance communication and collaboration with both external and internal stakeholders.
- 3) Strengthen Stakeholder Relationships.
- 4) Implement a performance evaluation system.
- 5) Implement a comprehensive training program for staff.
- 6) Enhance Regulatory Compliance.
- 7) Publish Annual Crop Report

2.1.1 Performance Goal 1

Description: Identify and assess current departmental status and challenges, such as unrealized revenue sources, outdated technology, low employee morale, and ineffective communication channels. Then develop a strategic plan to address these challenges, including implementing new technology solutions, creating employee engagement initiatives, and improving communication processes within the department.

Measure: Success will be measured by improvements in key performance indicators, such as increased efficiency in processing agricultural permits, higher employee satisfaction scores, and positive feedback from stakeholders in the agriculture industry.

2.1.2 Performance Goal 2

Description: Enhance communication and collaboration with other government agencies, industry organizations, and community groups to address cross-cutting issues and improve efficiency in enforcement efforts.

Measure: Success would be measured by the number of collaborative projects initiated, the level of engagement from partner organizations, and the impact of joint efforts in achieving shared goals.

2.1.3 Performance Goal 3

Description: Strengthen Stakeholder Relationships: Develop a strategic plan to build strong partnerships with local farmers, businesses, industry stakeholders, and community organizations to foster collaboration, address concerns, and enhance communication channels. Special focus will include compliance with agricultural laws and weights and measures regulations.

Measure: Success would be measured by the number of formal and informal meetings, educational workshops conducted, the level of participation from the target audience, and the overall increase in communication and compliance rates among stakeholders.

2.1.4 Performance Goal 4

Description: Implement a performance evaluation system to assess the effectiveness of departmental programs and initiatives in achieving desired outcomes.

Measure: Success would be measured by tracking key performance indicators, conducting regular program evaluations, and making data-driven decisions to improve program effectiveness and efficiency.

2.1.4 Performance Goal 4

Description: Review funding revenue sources and strengthen internal processes and procedures to streamline operations, reduce administrative burdens, and improve overall departmental efficiency.

Measure: Success would be measured by tracking revenue and process improvements, monitoring operational efficiency metrics, and receiving positive feedback from staff members and stakeholders on the effectiveness of internal reforms.

2.1.5 Performance Goal 5

Description: Implement a comprehensive training program for staff to improve their knowledge and skills in enforcing agricultural regulations and weights and measures standards.

Measure: Success would be measured by tracking the number of staff members who complete the various training programs and monitoring their performance improvements in carrying out their duties.

2.1.6 Performance Goal 6

Description: Enhance Regulatory Compliance: Implement measures to ensure that agricultural practices and products comply with established regulations and standards, thereby protecting consumers and promoting fair trade practices.

Measure: Success would be measured by metrics provided by our state regulatory partners in both statewide and individual county reports and reviews

2.1.7 Performance Goal 7

Description: Publish Annual Crop Report: Annual Crop report to be submitted in a timely manner and in accordance with Section 2279 of the California Food and Agricultural Code.

Measure: Success would be measured by submitting report in a timely manner.

3 SIGNIFICANT ISSUES COMING TO THE BOARD

The Mendocino County Department of Agriculture/Weights & Measures (AWM) currently does not anticipate any significant items coming to the Board of Supervisors in CY 2024. We will not be submitting a list of 2024 Items of Significant Interest at this point in time.