

**EMPLOYMENT AGREEMENT
AGRICULTURAL COMMISSIONER AND SEALER OF WEIGHTS AND
MEASURES OF THE COUNTY OF MONTEREY**

THIS AGREEMENT is made as of the date last signed by the parties below and is by and between the County of Monterey (the “County”) and Juan C. Hidalgo (“Hidalgo”).

RECITALS

WHEREAS, the County of Monterey is a public entity organized under the laws of the State of California providing a full range of services to the residents of the County. The County requires the services of an Agricultural Commissioner and Sealer of Weights and Measures; and,

WHEREAS, Hidalgo is currently the Agricultural Commissioner and Sealer of Weights and Measures for the County of Santa Cruz; and,

WHEREAS, The Board of Supervisors has selected Hidalgo to be the County’s Agricultural Commissioner and Sealer of Weights and Measures after a rigorous recruitment process; NOW, THEREFORE,

In consideration of the mutual covenants and conditions set forth in this Agreement, the County and Hidalgo mutually agree as follows:

1. Employment as County Agricultural Commissioner and Sealer of Weights and Measures

1.01. Employment. Subject to the terms and conditions of this Agreement and all applicable state and local laws, rules, regulations, policies, practices, and procedures, the County hereby employs Hidalgo as Agricultural Commissioner and Sealer of Weights and Measures (“Commissioner/Sealer”), and Hidalgo accepts such employment, subject to the provisions of this Agreement. Except to the extent inconsistent with the terms and conditions of this Agreement, all County personnel policies, practices, and procedures shall apply to Hidalgo, including but not limited to policies, practices, and procedures pertaining to promotion, discipline, grievances, layoff, and payment and provision of compensation, benefits, and retirement. In the event of any inconsistency between the terms of this Agreement and the County personnel policies, practices, and procedures, the provisions of this Agreement shall control.

1.02. Commencement of Services. Hidalgo shall assume the duties of Commissioner/Sealer on February 6, 2023. Pursuant to Monterey County Code section 2.12.040, the Board of Supervisors has designated the County Administrative Officer (“CAO”) as the appointing authority for the Commissioner/Sealer, with the concurrence of the Board of Supervisors. Accordingly, Hidalgo shall report to and be supervised by the CAO or the CAO’s designee.

2. Compensation and Employee Benefits

2.01. Base Salary. The County shall pay Hidalgo an initial base salary at Step 5 of the Agricultural Commissioner's Salary Schedule. Such salary shall be payable in the same manner and at the same time as salary payments are made to County employees.

2.02. Salary Adjustment. Subsequent salary adjustments shall be according to County Policy for "Y" level employees or as agreed to by the parties.

2.03. Sealer of Weights and Measures Premium. Consistent with Personnel Policies and Practices Resolution Section A.9.13, Hidalgo shall receive a five percent (5%) base salary premium in addition to his base salary for service as Sealer of Weights and Measures.

2.04. Benefits. Hidalgo shall be entitled to benefits of employment generally available to executive management officers and employees of the County including but not limited to annual leave, professional leave, retirement, and medical insurance (health, dental, and vision).

2.05. Vehicle Allowance. Should Hidalgo choose to use his own vehicle in lieu of use of a County vehicle for official business, the County shall, at the County's expense, provide Hidalgo a vehicle allowance in the amount of three hundred seventy-five dollars (\$375) per month.

2.05. County Credit Card. In connection with his service as Commissioner/Sealer, the County shall issue Hidalgo a County credit card to be used for his actual and necessary business-related expenses consistent with County Credit Card use terms. Hidalgo shall submit periodic credit card statements to the CAO or the CAO's designee for approval.

2.06. Adjustment to Benefits. The non-salary benefits set forth above are subject to adjustment by the County in accordance with the County policies, practices, and procedures relating to its executive management officers and employees of the County.

3. Term, Termination, and Status.

3.01. Term. Consistent with State law, this Agreement shall be in full force and effect commencing on February 6, 2023, and shall terminate at midnight on February 5, 2027, ("Expiration Date") unless amended or extended, or a new employment agreement is executed by the parties. If so desired by the parties, the CAO and Hidalgo may negotiate a new employment Agreement subject to mutually acceptable agreement terms and provisions, subject to approval by the Board of Supervisors. Either party may initiate contract negotiations. In the event that the parties fail to negotiate a new employment agreement prior to the Expiration Date, the term of this Agreement shall be deemed automatically extended until such time that a new employment Agreement is executed between the County and Hidalgo or Hidalgo's appointment as Commissioner/Sealer is terminated pursuant to Section 3.02 of this Agreement.

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

- a) By mutual agreement of the parties as set forth in writing; or
- b) By Hidalgo giving the County not less than thirty (30) days' advance written notice of such termination; or
- c) By the County giving written notice to Hidalgo of such termination, which termination shall be effective immediately upon the giving of such notice.
- d) Pursuant to the provisions of the Food and Agriculture Code and Business and Professions Code addressing Agricultural Commissioners and Sealers of Weights and Measures, if applicable.

3.03. "At-Will" Status. Subject to the requirements of federal and state law, Hidalgo acknowledges that in his capacity as Commissioner/Sealer he is an at-will employee of the County and serves at the pleasure of the CAO, with the concurrence of the Monterey County Board of Supervisors. Hidalgo may be dismissed as Commissioner/Sealer and this Agreement terminated at the discretion of the CAO and Board of Supervisors for any reason, or no reason, except that the County shall provide the notice set forth in Section 3.02 of this Agreement. Any amounts of salary and benefits owed to Hidalgo as Commissioner/Sealer shall be prorated according to the effective date of termination as Commissioner/Sealer.

4. Evaluations. The Monterey County Board of Supervisors has delegated to the CAO the supervision of the Commissioner/Sealer. The CAO and Hidalgo shall mutually develop goals and objectives for the basis of his performance evaluations within the first three (3) months of the term of this Agreement. During the term of this Agreement, the CAO shall evaluate Hidalgo's performance as Commissioner/Sealer at intervals of approximately six months, or more frequently, at the discretion of the CAO or the Board of Supervisors.

5. Bonds. The County shall at its sole cost and expense provide and maintain hereafter, Master, Official, fidelity and all other bonds required by law to be provided for Commissioner/Sealers by or on behalf of Hidalgo as Commissioner/Sealer.

6. Severance. In the event that Hidalgo is terminated as Commissioner/Sealer by County, the County shall provide a severance payment equal to the lesser of six (6) months of the CAO's base salary as set forth in Sections 2.01 and 2.02, or the amount equal to the then applicable base salary Hidalgo would have received from the termination date to the Expiration Date. This severance shall be paid in a lump sum unless otherwise agreed to by the County and Hidalgo. Hidalgo will not be entitled to any severance pursuant to this section if the agreement is terminated for criminal conduct. Hidalgo shall also be compensated for all accrued sick leave, vacation time, and executive and professional leave.

7. General Provisions

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

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

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

7.04. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

7.05. Time Is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

7.06. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

7.07. Indemnification. As codified in the California Government Code, County shall defend, save harmless and indemnify Hidalgo against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Hidalgo's duties as an employee of County or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities. The provisions of this Section and County's obligations hereunder to indemnify Hidalgo shall survive this Agreement.

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

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

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

7.11. Authority. Every person executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this

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Agreement on behalf of such entity and to bind the entity to the terms and conditions set forth herein.

7.12. Integration. This Agreement, including any exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, whether written or oral, between the parties as of the effective date hereof.

7.13. Non-Assignment. This Agreement is personal between the County and Hidalgo and may not be assigned, in whole or in part.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

COUNTY OF MONTEREY

JUAN C. HIDALGO

Date: December ____, 2022

Date: December ____, 2022

Mary Adams, Chair,
Monterey County Board of Supervisors

Juan C. Hidalgo

APPROVED AS TO FORM:

Leslie J. Girard
County Counsel