

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SUPERIOR  
COURT OF SONOMA COUNTY AND THE COUNTY OF SONOMA,  
ESTABLISHING THE APPOINTMENT AND EMPLOYMENT OF THE  
CHIEF PROBATION OFFICER**

This Memorandum of Understanding ("MOU") establishes the appointment and employment structure for the County of Sonoma Chief Probation Officer ("the Chief") position. This MOU is made and entered into by and between the County of Sonoma, a political subdivision of the State of California ("the County"), and the Superior Court of California, County of Sonoma ("the Court"), collectively ("the Parties").

**RECITALS**

WHEREAS, California Welfare & Institutions Code sections 235-236 and 270-286, Penal Code sections 1203.5-1203.14 and 1203a-h, and Government Code sections 27770-27773 provide the structure for the delivery of probation services in California;

WHEREAS, the County of Sonoma is a general law county;

WHEREAS, the County Probation Department is supervised by a Chief Probation Officer; and in accordance with California Government Code section 27770, in a general law county such as Sonoma County, the Chief is appointed by the Presiding Judge of the Superior Court, but is a County employee;

WHEREAS, under the policy direction of the Judges of the Superior Court, as well as the Sonoma County Board of Supervisors ("Board of Supervisors") and their designee ("County Administrator" or "Designee"), the Chief directs the operation of adult and juvenile probation activities, including Juvenile Hall, Probation Camp, and related facilities; serves as the principal administrative official over probation services in terms of general administration and budget preparation; oversees and governs County Probation Officers and employees; and performs related duties as required;

WHEREAS the governance structure of probation is unique in that it reflects a combination of the local judicial and executive branches, in that California law assigns the responsibility for appointment of the Chief to the Superior Court, while the position is funded by the County via a combination of State and local sources over which the Board of Supervisors has statutory authority; and,

WHEREAS, the division of these roles between the branches of government created the need for a collaborative, mutually acceptable and clearly established process by which said responsibilities are fulfilled, and the Parties' desire to build upon and memorialize their historical collaborative and successful relationship with respect to the appointment and governance of the Chief.

NOW, THEREFORE, the Parties agree to the following terms:

## **AGREEMENT**

### **I. RECRUITMENT AND EMPLOYMENT**

A. The Court and the County agree that when a vacancy occurs in the Chief position, after consultation between the Parties, the Board of Supervisors or their Designee will nominate an interim Chief; the Presiding Judge of the Superior Court will then appoint such person to serve for the period of time that is needed to recruit and select a new Chief,

B. The County, with input from the Court, will develop a Job Description, Job Announcement, recruitment strategy, and other materials necessary or desirable for the recruitment of the Chief. Recruitment costs will be borne by the County.

C. The Court and the County shall establish a Selection Committee consisting of five members as follows: two members of the Sonoma County Board of Supervisors ("Board of Supervisors") or their Designee (e.g., County Administrator) and three members of the Court, as may be designated by the Court (typically consisting of the Presiding Judge, Assistant Presiding Judge and the Presiding Judge of the Juvenile Court). The County Administrator and the Court Executive Officer may work with the Selection Committee and have input with respect to the selection process and the selection of the Chief. In addition, either the Court or the County may invite current or recently retired Chief(s) from Sonoma County and/or other counties to participate in the selection process to lend knowledge about the expertise, skills and abilities necessary to be an effective Chief.

D. The County, working with the Selection Committee, shall screen the applications for minimum qualifications and will recommend a set number of applicants to interview. In the County's discretion, testing of candidates and/or rating of applicants by a Peer Panel may be used in the selection process. A Final Interview Panel (typically consisting of the Selection Committee members), shall then interview the top qualified candidates and rank

them, The Presiding Judge of the Superior Court, and the County Board of Supervisors or their Designee, will then review the rankings and the Selection Committee's recommendations, and may elect to interview the final candidate(s).

E. Upon the concurrence of the Board of Supervisors or their Designee, the Presiding Judge of the Superior Court shall appoint the top-ranked candidate as the Chief, subject to the successful completion of a complete background investigation and any other appropriate assessments as may be desirable in order to determine whether the candidate satisfies the minimum qualifications set forth in Government Code sections 1029-1031. If the top-ranked candidate is disqualified based on any of the above-referenced conditions, the Presiding Judge of the Superior Court, with the concurrence of the Board of Supervisors or their Designee, may appoint the second-ranked candidate, subject to the same conditions. This procedure will be followed until the list of candidates is exhausted, or the Board and Presiding Judge of the Superior Court no longer concur regarding the appointment of remaining persons ranked on such list and wish instead to begin a new round of interviews and/or selection process.

F. The County shall prepare an employment agreement governing the terms of the Chief's employment, which shall be subject to the Court's review and reasonable approval. The employment agreement shall provide, in part, that the Chief will serve at the will and pleasure of the Court. The County provides funding for the Chief position, and the Chief is considered a County employee. The County will be responsible for establishing the salary and benefit levels for the Chief position.

## II. PERFORMANCE REVIEWS AND DISCIPLINE

A. The Parties agree that they will confer regarding the Chief's written performance review on at least a biennial basis, or as the need may arise, and shall give the Chief a

performance review on at least a biennial basis, with input and recommendations from the Court and County Administrator. If there is any disagreement between the Court and the County over any aspect of the Chief's performance, the Court and the County will make good faith efforts to resolve the disagreement. If the Court and the County cannot resolve the disagreement, a summary of the nature of the disagreement and the respective assessments of the Court and the County will be included in the Chief's performance review. The County Administrator will conduct the performance review and meet with the Chief to discuss that review. However, the Presiding Judge of the Superior Court and/or a member of the Board of Supervisors may elect to be present at said meeting, and/or to have the Chief meet with the Board of Supervisors in Closed Session.

B. In accordance with Government Code section 27770(a), the Chief serves at the will and pleasure of the Court, and may be removed for good cause as determined by the Presiding Judge of the Superior Court. The Parties agree that either the Court or the County may make a recommendation for discipline or removal, and the Court may take action upon said recommendation. If either party wishes to take adverse personnel action as to the Chief, the party desiring to take such action shall inform the other party of the desired action and the underlying basis for such action, and attempt to secure the concurrence of the other party before taking the proposed action. If there is any disagreement between the Court and the County over any personnel action to be taken against the Chief, the Court and the County will make good faith efforts to resolve the disagreement. Each party is liable for the acts and omissions of itself and its employees and agents, including future consequences of said actions and omissions. Nothing in this Agreement shall serve to operate as a waiver of any rights or remedies either party may otherwise have at law or in equity.

### III. MISCELLANEOUS PROVISIONS

A. This MOU is intended as the final expression of the agreement between the Parties with respect to the included terms and shall remain in effect unless amended or cancelled by written agreement of the Parties. This MOU may be amended only by written Agreement signed by both of the Parties hereto. Either party may, in its sole discretion terminate this MOU at any time, for convenience and without cause. This option can be exercised by giving the other party at least ninety days' prior written notice of termination. The notice shall specify the date on which termination will be effective.

B. If, after thirty (30) calendar days of negotiations, the Court and the County cannot resolve a dispute regarding the interpretation or performance of this MOU, either party may request a meeting between the Court Executive Officer and the County Administrator for the purpose of resolving the dispute. If such a meeting is requested, the meeting will be held within ten (10) days' receipt of such request. If the meeting fails to occur or fails to resolve the dispute, the dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either party may pursue any available legal remedies.

C. Neither party, nor any person engaged by a party to perform the services described herein, is covered by any employee benefit plans provided to the employees of the other party.

D. This MOU will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. This MOU contains the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes all previous communications, representations, understandings and agreements, whether verbal, written or implied, between the Parties with respect to said subject matter. If any term of this MOU is found by a court of competent jurisdiction to be unenforceable, then such term will be

invalid, but the remaining parts of this MOU that are not affected by the invalid term will remain in full force and effect.

This Memorandum of Understanding was executed this \_\_\_\_\_ day of December, 2021 Santa Rosa, California.

Approved as to form:

\_\_\_\_\_  
County Counsel

Superior Court of California,  
County of Sonoma

By: \_\_\_\_\_  
Bradford DeMeo, Presiding Judge

Sonoma County Board of Supervisors

By: \_\_\_\_\_  
Chair, Board of Supervisors