

Agreement For Personal Services

County Administrator

This Agreement is made this \_\_\_ day of January, 2023, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Maria Christina Rivera (hereinafter called "Employee").

Whereas, the position of County Administrator is an office appointed by the Board of Supervisors ("Board").

Whereas, the County has conducted an extensive recruitment for the County Administrator position;

Whereas, after the Board's review of applications and interview of finalists, the Board desires to appoint Employee;

Whereas, the County and Employee are desirous of entering into a personal services agreement for the position of County Administrator to effectuate the appointment;

Whereas, Employee acknowledges that by accepting the position of County Administrator that Employee will be an at-will employee, and that, as such, Employee's position will be exempt from the County's Civil Service System in accordance with Civil Service Ordinance 305-A, as amended;

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

1. Term of Employment. County hereby appoints and employs Employee in the position of County Administrator for a period of 3 years, commencing on February 1, 2023, and ending on February 1, 2026, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of County Administrator, as set forth in the County job specification, attached hereto as **Attachment A**, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the County.

3. Compensation.

(a) Employee's salary shall be set at the "C" step of the salary range for the position of County Administrator as set forth in the Sonoma County Salary Resolution 95-0926 ("Salary Resolution"). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Sections 7.19 and 7.20, are not applicable or made part of this Agreement. Employee may advance in the salary range, if the Board of Supervisors determines that Employee is eligible for advancement based upon annual performance evaluations.

(b) In addition to Section 13.1, Incentive Retirement Savings Plan of the Salary Resolution in which the County currently provides a 3% Foundation Contribution to your 401(a)

Deferred Compensation account, the County will provide an additional 1% of your base pay to the “Foundational Contribution”.

(c) Employee may use an executive coach for 1:1 personal executive development during the first year of service at the County’s expense; and, other Employee professional development will follow normal County procedures, practices, and benefit policies regarding County paid or reimbursable personal professional development expenses for conferences, trainings, other development services, etc.

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

4. Performance review. The Board of Supervisors shall review Employee’s performance at six months. Additionally, the Board of Supervisor’s shall review Employee’s performance on an annual basis or any time period as desired by the Board. If the Board provides Employee with a satisfactory or better performance evaluation, Employee may be eligible to advance in the salary range pursuant to Section 3. (a) of this agreement.

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

6. Termination. Employee shall serve at the will and pleasure of the Board of Supervisors and may be terminated at the will of the Board of Supervisors with or without cause as set forth herein. Employee expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination without cause:

Severance. Termination of Employees employment without cause may be effected by the County giving sixty (60) days’ prior written notice to Employee. Upon such termination, Employee shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during sixty (60) calendar days following termination and to be computed by the County Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, Employee shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. Employee’s health benefits and the County’s portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. Employee’s acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of Employee against the County arising out of his employment.

(b) Termination with cause:

The Board of Supervisors may terminate Employee's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by the Chairperson of the Board of Supervisors depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address. After termination for just cause has been affected, Employee shall have no further rights under this Agreement or to continued employment with the County. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause includes those grounds set forth in the Sonoma County Civil Service Rules, Rule 10.3 and may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of employees; mismanagement of County funds; conduct which brings discredit to the County; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a County or departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

(c) Statement of Reasons for Termination.

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

(d) Administrative Leave.

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

7. Resignation by Employee.

(a) Employee may terminate his employment at any time by delivering to the Board of Supervisors Employee's written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery, unless waived by the Board of Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors or with its approval, the originally scheduled date of retirement may be extended for any agreed upon period of time.

(b) From the date upon which Employee either resigns or is notified of the County's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote his full-time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, Employee shall assist County in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the County. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as County Administrator.

(c) Employee acknowledges, understands and warrants that Employee shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant Employee any right or claim to continued employment with County.

8. Nonassignability. Employee shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of County.

9. Compliance with Law. Employee shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of Employee constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving County of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for Employee's termination with cause pursuant to this Agreement.

10. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the County has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits. Employee further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

12. Conflict of Interest. Employee covenants that he presently has no interest and will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of his duties required under this Agreement. Employee shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. Employee shall also complete and file a "Statement of Economic Interest" with the County, disclosing Employee's financial interests, as required by the County's Conflict of Interest Code.

Attest:

County of Sonoma

\_\_\_\_\_  
Clerk of the Board

By \_\_\_\_\_  
Chairperson of The  
Board of Supervisors

Employee

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Maria Christina Rivera

## COUNTY ADMINISTRATOR

### Definition

Subject to legislative determination of policy, acts as an agent of the Board of Supervisors by managing, directing and coordinating the administration and operation of all County offices, departments and institutions, both elective and appointive, over which the Board exercises control; and performs related duties as required under County Ordinances.

### Distinguishing Characteristics

The County Administrator is the principal administrative official of the County. The incumbent is appointed by and serves under the direction of the County Board of Supervisors. This job class is not within the classified civil service under the provisions of Section 5 (o) of the County of Sonoma Civil Service Ordinance No. 305A as amended. The incumbent serves at the will of the Board of Supervisors and is required to enter into an "at will" employment contract.

### Typical Duties

Meets with the Board of Supervisors to advise the Board on the conduct of matters within designated areas of responsibility; to report on governmental activities; to receive assignments from the Board, and to advise, assist and act as agent for the Board of Supervisors on all matters required by the Board.

Supervises, directs and coordinates the administration and operation of all County offices, departments and institutions, both elective and appointive on all matters over which the Board of Supervisors has the responsibility and control.

Conducts continuous research in the operations of County departments, districts and subdivisions making recommendations to the Board of Supervisors concerning any matter within the scope of the Board's authority in which efficiency, economy or the public welfare may be promoted; may require any County officer or head of any County institution or department to report upon or assist in such studies or investigations as directed by the Board of Supervisors.

Reviews the operation of County departments, offices and institutions to determine personnel needs and equipment requirements, establish workload standards, and provide a basis for the preparation of the annual budget.

Directs the preparation of the annual budget, confers with department heads regarding budget requests, recommends the total budget to the Board of Supervisors and, after its adoption, exercises continuous administrative control to ensure proper expenditures of authorized funds.

Serves as appointing authority for certain department heads as specified by the Board of Supervisors and is responsible for the operation of such administrative services as the Board of Supervisors may determine; prior to action by the Board of Supervisors, reviews and makes recommendations, appointments, suspensions or removals from any office or employment with respect to which the Board of Supervisors acts as appointing authority.

Manages all central administrative services.

Recommends to the Board of Supervisors a long-term capital improvement program including project priorities, costs and methods of financing.

Authorizes the filling of any vacant County position.

Performs such other services and duties as the Board of Supervisors may direct; keeps the Board fully advised of all matters which may be pertinent to the discharge of the Board's responsibilities.

#### Knowledge and Ability

**Extensive Knowledge of:** the modern principles, practices and theory of public administration, including fiscal planning and control, administrative decision-making, policy development and research, organizational coordination and personnel management; County government organization and functions, and their relationship with the organization and functions of federal, state and municipal governments; the ability to interpret the laws, rules regulations and board policies governing the operation of County government.

**Ability to:** effectively assemble, organize and present, in either written or oral form, logical conclusions and sound recommendations resulting from the analysis of administrative, financial, factual, or other information derived from a variety of sources; plan, assign, direct and review the activities of staff and line personnel; utilize sound judgment, tactfulness, persuasion and authority in relationships with subordinates, County officials, administrative personnel and the general public.

#### Minimum Qualifications

**Education:** Academic coursework which directly relates to the required knowledge and abilities is required.

**Experience:** Five years of responsible administrative or executive experience requiring the planning and execution of work programs or administrative operations, the budgeting and control of expenditures, and the coordination of varied activities; at least two of such five years which involved responsibilities for reporting to or working with a legislative body or policy-making board.

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