

AGREEMENT FOR PERSONAL SERVICES, EXECUTIVE DIRECTOR OF THE  
SONOMA COUNTY WASTE MANAGEMENT AGENCY

This Agreement is made this 21st day of May, 2019, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and LESLIE LUKACS (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, the COUNTY and the SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") have entered into an agreement for staff services dated June 1, 2010 (hereinafter, "Staff Contract"); and,

WHEREAS, pursuant to the Staff Contract, the County is to employ a person to act in the capacity as the Executive Director of the AGENCY (hereinafter "Executive Director"); and,

WHEREAS, the AGENCY has determined that EMPLOYEE is the individual AGENCY wants to serve as Executive Director of the AGENCY; and,

WHEREAS, the County desires to retain EMPLOYEE as the Executive Director; and,

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Executive Director, they will be an at-will employee for the COUNTY, and that as such, their position is exempt from the County's Civil Service system in accordance with Civil Service Ordinance 305-A and that they will retain no right of restoration to any previously held classified position with COUNTY under said system.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of at-will Executive Director, for a five (5) year term commencing June 4, 2019 and ending on June 4 2024, subject, however, to termination as hereinafter provided. The parties may mutually extend the term by subsequent written agreement, however, there is no provision for automatic renewal of this Agreement. EMPLOYEE agrees to remain in the exclusive employ of the AGENCY during the term of this Agreement.

2. Duties. EMPLOYEE shall perform the duties of the Executive Director to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the COUNTY and the AGENCY, as well as all applicable state, federal and local laws, rules and regulations as set forth in the job description for the position, attached hereto as Attachment A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the AGENCY.

3. Compensation.

(a) EMPLOYEE's initial salary shall be at the "F" Step of the salary range. Thereafter, the terms of the Sonoma County Salary Resolution 95-0926, as amended or until superseded by further resolution(s) of the Board of Supervisors, shall apply to the salary. EMPLOYEE may advance in the salary range only if the AGENCY agrees, at its discretion, that EMPLOYEE is eligible for advancement based upon EMPLOYEE's annual performance evaluations.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY unrepresented administrative management employees, as specified in the Salary Resolution, or in such subsequent Salary Resolution as may be adopted by the Board of Supervisors during the term of this Agreement, notwithstanding any designation that the Executive Director is a Department Head position under Ordinance No. 5892.

(c) EMPLOYEE and COUNTY agree that EMPLOYEE shall be granted 80 hours of vacation time and 24 hours of sick leave upon commencement of this Agreement

(d) EMPLOYEE shall participate in any mandatory time off furlough program established by the County on the same terms and conditions applicable to management employees.

4. Appointing Authority and Performance Evaluations.

(a) The Board of Supervisors shall be the appointing authority for the EMPLOYEE. The Board of Supervisors will, however, consistent with the job specifications set forth in Attachment A and pursuant to the Staff Contract referenced previously herein, delegate supervision over the EMPLOYEE and delegate the annual performance review to the Board of Directors for the AGENCY. In addition to the annual performance review, the Board of Directors for the AGENCY shall, during the initial term of this Agreement, conduct a performance review after three (3) months of this Agreement have expired, a second performance review after six (6) months of this Agreement have expired, and further as requested by EMPLOYEE or the Board of Directors for the Agency. It shall be the parties' goal to have a performance review conducted at a minimum, at least once every year. EMPLOYEE agrees that concerns that COUNTY Board of Supervisors or the individual members of the Board of Supervisors or the AGENCY Board of Directors or the individual members of the AGENCY Board have concerning EMPLOYEE's performance are not "specific complaints or charges brought against an employee by another person or employee" as that phrase is used in Government Code §54957 and that the notice requirement of that section is, under those circumstances, inapplicable.

(b) Pursuant to the Staff Contract referenced above, COUNTY shall provide additional dedicated staff to assist the EMPLOYEE in carrying out the day-to-day operations of AGENCY. Said additional staff will be within the classified service of the County's Civil Service Ordinance. With the exception of the power to terminate, which shall be retained by the Director of the Department of Transportation and Public Works, the EMPLOYEE shall be the

appointing authority over such County employees and EMPLOYEE shall be responsible for complying with all laws, policies and procedures with regard to such COUNTY employees, including but not limited to, all COUNTY personnel policies and procedures.

5. Termination and Non-Renewal.

(a) EMPLOYEE shall serve at the will and pleasure of COUNTY Board of Supervisors and may be terminated at the will of the Board of Supervisors with or without cause, for any reason, and with or without advance notice, and that no other document, handbook, policy, resolution or representation shall be effective or construed to be effective to change the at-will nature of employment or otherwise grant EMPLOYEE any right or claim to continued employment; there is no express or implied promise made to EMPLOYEE for any form of continued employment. The County will delegate the authority to terminate the EMPLOYEE with or without cause to the AGENCY under the Staff Contract. However, the COUNTY shall nonetheless retain the authority to unilaterally terminate the EMPLOYEE at any time for good cause, including, but not limited to, commission of any of the following acts:

- 1) A physical assault or battery;
- 2) Threats of violence;
- 3) Embezzlement or theft;
- 4) Conviction of a felony or any criminal act involving moral turpitude;
- 5) Unauthorized possession of weapons or explosives on County property;
- 6) Sexual or other unlawful harassment;
- 7) Unlawful discrimination;
- 8) Using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, non-prescribed drugs, or hallucinatory agents while on COUNTY or AGENCY property or in vehicles during working hours or reporting to work under such conditions; or
- 9) Violation of COUNTY's policy regarding use of COUNTY owned computers or other electronic devices.

Good cause also includes, hostile and discourteous treatment of the public or employees; unauthorized absence; conduct which brings discredit to the COUNTY and/or the AGENCY; 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 departmental policy and/or laws regarding the confidentiality of records; negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making a material dishonest work-related statement to other employees at work or committing perjury; unauthorized use of COUNTY or AGENCY vehicles and equipment; and 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 or AGENCY.

EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing before the Civil Service Commission or otherwise. After

termination for just cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the COUNTY or the AGENCY.

(b) COUNTY may place EMPLOYEE on administrative leave when COUNTY determines that EMPLOYEE'S acts or omissions have resulted, or may result, in liability to COUNTY or AGENCY, or upon receiving a specific complaint or charge brought against EMPLOYEE by another person. Upon the delivery of said notice to EMPLOYEE, the performance of EMPLOYEE's job duties under this Agreement will be suspended, but all other provisions of this Agreement shall remain in full force and effect.

(c) Termination of EMPLOYEE's employment without cause may be effected by (i) AGENCY giving written notice to COUNTY and COUNTY giving sixty (60) days' prior written notice to EMPLOYEE, or (ii) the AGENCY expires or is terminated pursuant to the current terms of the Joint Exercise of Powers Agreement by and between AGENCY's members . 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 County of Sonoma Salary Resolution, as it may be amended from time to time o. 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 the date of termination. Upon EMPLOYEE's acceptance of said Severance Package, EMPLOYEE shall execute an agreement that the Severance Package shall constitute a final settlement and satisfaction of all claims EMPLOYEE may have against COUNTY and/or AGENCY arising out of EMPLOYEE's employment, and will execute a release releasing the COUNTY and the AGENCY from and against all claims related to EMPLOYEE's employment. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing, or any other administrative hearing or remedy. After termination without cause has been affected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the COUNTY or the AGENCY.

(d) EMPLOYEE may terminate their employment at any time by delivering to the COUNTY Board of Supervisors and the Chair of the AGENCY Board of Directors EMPLOYEE's written resignation. Such resignation shall be irrevocable and shall be effective not earlier than ninety (90) calendar days following delivery. In such event, EMPLOYEE shall be entitled to be compensated for all accumulated vacation as of the day of termination and for any floating holiday balance or any other compensation or benefits as allowed by the County of Sonoma Salary Resolution, as it may be amended from time to time .

(e) At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate, and there shall be no further obligation to compensate or employ EMPLOYEE in any manner or capacity. The COUNTY agrees to give written notice of its intention of non-renewal at least thirty (30) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give thirty days' notice of non-renewal shall not result in an automatic renewal of the Agreement.

(f) 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 their 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 and AGENCY in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the AGENCY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's employment.

(g) 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 unless extended by mutual written 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 and/or AGENCY.

(h) In the event the Staff Contract is terminated by either the COUNTY or the AGENCY pursuant to paragraph 12 of the Staff Contract, then this Agreement for Personal Services shall also terminate.

6. Non-assignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of COUNTY.

7. Compliance with Law. EMPLOYEE shall, during their employment hereunder, comply with all state, federal and local laws, rules and regulations applicable to such employment. Any act, error 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, error or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

8. No Third Party Beneficiary Rights. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights. In addition, EMPLOYEE shall not have any rights and shall not be intended to be a third party beneficiary under the Staff Contract between the AGENCY and the COUNTY.

9. Merger and Amendment. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Section 1856 of the Code of Civil Procedure, and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Agreement. The AGENCY may fix any other terms and conditions of employment as it may determine from time to time relating to the performance of EMPLOYEE, provided that such terms and conditions are not inconsistent with provisions of this AGREEMENT or other law. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. Conflict of Interest. EMPLOYEE covenants that they presently have 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 their 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 Commission, 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.

13. Notices. Any notices required by this Agreement shall be in writing and either given in person or by First Class Mail with the postage prepaid and addressed as follows

With a copy to: Best Best & Krieger LLP  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95814  
Attn: Ethan Walsh, Agency Counsel

38066.00000\31885848.3

TO COUNTY:

County of Sonoma, County Administrator's Office,  
575 Administration Drive Suite 104A, Santa Rosa,  
CA 95403

ATTEST:

COUNTY OF SONOMA:

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

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

E MPLOYEE:

  
\_\_\_\_\_  
LESLIE LUKACS

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
County Counsel

## EXHIBIT "A"

### WASTE MANAGEMENT AGENCY EXECUTIVE DIRECTOR

Dept Heads & Elected Officials-52  
5191

#### **DEFINITION:**

Under direction of the Sonoma County Waste Management Agency ("Agency") Board of Directors, the Agency Executive Director plans, organizes and directs all activities and functions in the operation of the Agency as required by AB939 regulations, including city/county agreements, recycling, marketing, material recovery, household hazardous waste, organic waste composting, source reduction, and public education; performs related duties as required.

#### Distinguishing Characteristics

The Sonoma County Waste Management Agency (Agency) is an independent joint powers agency which includes the County of Sonoma and all nine Sonoma County cities (Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Town of Windsor) as member agencies. The Agency Board of Directors is a ten member board with each member agency having one representative. The Agency was formed in 1992. The Agency has an annual budget of approximately eight million dollars.

This single management class is an "at-will" position and is exempt from the County's Civil Service system in accordance with Civil Service Ordinance 305-A. The County of Sonoma provides staffing services under agreement to the Agency. As such, the County of Sonoma is the employer and the appointing authority; however, the Board of Supervisors will delegate authority for employee selection, supervision and termination of the employee to the Agency Board of Directors. Incumbents will be employed under an "at-will" employment agreement. The County will retain the right to terminate the employee as provided in the employment agreement.

The incumbent is responsible for the overall administrative management of the department personnel, program activities, and procedural and policy issues as they relate to the operation of the Agency. The position must use considerable independent judgment and discretion in staff supervision and delegated project administration and management including the prioritization and coordination of mandates, goals and objectives.

#### **TYPICAL DUTIES:**

*Duties may include, but are not limited to the following:*

Plans, organizes, directs, and coordinates the operation of all functions for the Agency.

Initiates/participates in strategic planning efforts for the benefit of the Agency in County, private sector and regional venues.

Develops and implements the Agency annual budget; coordinates fiscal operations with the County (accountant and auditor services); provides budgetary forecasts to the Agency Board of Directors as requested.



Assists in formulating long-range goals of the Agency program and in developing plans for accomplishing these goals; develops policies and procedures to carry out the plans which have been developed; develops and implements marketing and public outreach and information plans; reviews and evaluates programs and anticipates future needs.

Provides on-going support to the Agency Board to maximize their effectiveness including facilitating new Board member orientation, providing Board training on specific issues or topic areas, and identifying ways to streamline meetings and maximize the efficient use of the Board members' time.

Supervises, directs, develops and evaluates subordinate staff (County employees) and also has responsibility for selecting program staff.

Coordinates activities with other departmental divisions, other County departments, other governmental agencies and private organizations and contractors as required.

Reviews the preparation of a variety of plans, reports, and correspondence.

Discusses and explains department plans, programs, and projects at public and community meetings, legislative and administrative hearings, and related functions; attends conferences and seminars to keep informed of new developments.

Consults with legal counsel concerning contracts and divisional operations; monitors legislation on the state, federal and local level; recommends changes required by new legislation.

May serve as a member of various committees as directed by the Agency Board of Directors.

Performs other duties as required.

#### **KNOWLEDGE, SKILLS, AND ABILITIES:**

**Considerable knowledge of:** state and federal laws and programs relative to the planning and development of recycling management, including AB 939 legislation; principles and practices of marketing and public information, principles and practices of program planning and evaluation, grant preparation and review, personnel and fiscal administration, including budgetary process and fiscal strategy, staff development and training; the principles and practices of contract negotiations and administration; the organization and functions of various Agencies; economic research and feasibility as it relates to plans in support of the program; English syntax and grammar; modern software programs required to complete job responsibilities.

**Ability to:** plan, organize and direct the activities of professional, specialized technical and clerical staff; establish and maintain harmonious working relationships with the Agency Board of Directors, coworkers, subordinates, representatives of other County departments, other governmental agencies, private organizations, private contractors, and with the general public; prepare and implement administrative and fiscal policies and controls; coordinate program activities with other County departments and other public entities; determine organizational needs and functional changes in order to improve efficiency and effectiveness; provide effective leadership in the development of new or improved procedures; analyze, prepare and/or review staff reports and recommendations and to give constructive criticism; effectively assemble,

organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans and policies; speak before groups regarding department plans, projects and functions.

**MINIMUM QUALIFICATIONS:**

**Education and Experience:** Any combination of education, training, and experience that clearly demonstrates possession of the knowledge and abilities listed for the position. Normally, this would include significant coursework or graduation from an accredited college or university with a focus in business administration, public administration, marketing, environmental studies, or a related field and five years of increasingly responsible, professional experience in recycling or solid waste management, including at least four years of experience with administrative and supervisory responsibilities for marketing and/or public information, program planning and administration, and staff supervision.

**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.