

Agreement for Personal Services

LAFCO Executive Officer

This Agreement is made this 5th day of November, 2019 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Mark Bramfitt (hereinafter called "Employee").

Witnesseth:

Whereas, County and the Local Agency Formation Commission of the County of Sonoma ("LAFCO") have entered into a Memorandum of Understanding, which provides in part, that the County, by and through the County Administrator's Office, shall provide professional and support staff for LAFCO; and

Whereas, the Memorandum of Understanding provides that the County Administrator shall be responsible for making the final selection for the position of LAFCO Executive Officer with the prior concurrence of LAFCO; and

Whereas, the County and LAFCO desire to appoint Employee, as LAFCO Executive Officer for a new 5 year term; and

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of LAFCO Executive Officer; and

Whereas, Employee acknowledges that for the new term, he will remain as an at-will Employee, and that, as such, his position will be in the unclassified service under the Sonoma County Civil Service 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 LAFCO Executive Officer for a period of five (5) years, commencing on June 11, 2019, and ending on June 12, 2024, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of LAFCO Executive Officer as set forth in the County job specification, 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.

3. Compensation.

(a) Employee's salary shall be set at the "I" step of the salary range for the position of LAFCO Executive Officer 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 7.18 and 7.19, are not applicable or made part of this

Agreement. Employee may advance in the salary range, if the County Administrator determines that Employee is eligible for advancement based upon annual performance evaluations.

(b) 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.

(c) Employee shall accrue vacation time at the rate applicable for management employees with ten (10) years of County service as set forth in the Sonoma County Salary Resolution.

4. Performance review.

The County Administrator shall review Employee's performance on an annual basis. LAFCO shall be provided the opportunity to provide comments to the County Administrator with respect to the performance of the Employee. LAFCO may also provide feedback to the County Administrator with respect to the performance of Employee at any other time. If the County Administrator provides Employee with a satisfactory or better performance evaluation, Employee shall be eligible to advance in the salary range.

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 County Administrator and may be terminated at the will of the County Administrator 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 Employee's employment without cause may be effected by the County Administrator giving 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 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 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 and/or LAFCO arising out of his employment.

(b) Termination with cause:

The County Administrator 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 County Administrator 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 County. 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 or LAFCO's funds; conduct which brings discredit to the County/LAFCO; 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 or LAFCO property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County/LAFCO 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/LAFCO 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/LAFCO vehicle; unauthorized possession of weapons or explosives on County/LAFCO 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/LAFCO 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 County Administrator 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 County Administrator, in its sole discretion, may publish its reasons for termination. In such event, publication shall consist of filing the reasons with the County Administrator. A copy of the statement shall be made for Employee and kept for him in the office of the County Administrator. Within 90 days following the announcement of termination, Employee may present a written response to the County Administrator 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 County Administrator may place Employee on administrative leave when, in the sole opinion of the County Administrator, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the County Administrator'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 Administrator 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 LAFCO. County Administrator 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 LAFCO Director, 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 County Administrator's delivery to Employee's office of a written notice to that effect.

7. Resignation by Employee.

(a) Employee may terminate her employment at any time by delivering to the County Administrator his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than 60 calendar days following delivery, unless waived by the County Administrator. With the approval of the County Administrator, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the County Administrator 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 Administrator'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 Administrator in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the Department. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Director of LAFCO.

(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. 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.

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 Section 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 Administrator 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 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" disclosing Employee's financial interests, as required by the Conflict of Interest Code.

Attest:

Clerk of the Board

County Of Sonoma

By _____
County Administrator

Employee

Mark Bramfitt