

Agreement for Personal Services
General Manager of the Sonoma County
Agricultural Preservation and Open Space District

This Agreement is made this ____ day of _____, 2021 by and between Agricultural Preservation and Open Space District, a political subdivision of the State of California (hereinafter "District") and Misti Arias (hereinafter called "Employee").

Witnesseth:

Whereas, District and Employee are desirous of entering into a personal services agreement for the position of General Manager of the Sonoma County Agricultural Preservation and Open Space District;

Whereas, Employee acknowledges that by accepting the position of General Manger, she will be an at-will Employee of the District.

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

1. Term of Employment. District hereby employs Employee in the position of General Manager of the Agricultural Preservation and Open Space District for three (3) years, commencing on May 18, 2021, and ending on May 18, 2024, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of General Manger of the Agricultural Preservation and Open Space District as set forth in the District/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 District's Board of Directors.

3. Compensation.

(a) Employee's salary shall be initially set at the "B" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District. Any provisions of the Salary Resolution regarding merit increases or step advancements are not applicable or made part of this Agreement. Employee may advance in the salary range if the District's Board 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 of Sonoma and special district department heads, as specified in the Salary Resolution.

4. Performance review. The Board of Director's shall review Employee's performance on an annual basis, at a minimum. If the Board determines Employee is meeting performance expectations, Employee may 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. District agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give sixty-day notice of non-renewal shall cause this Agreement to be extended for an additional period of sixty (60) calendar days from the date of notice of non-renewal, and shall not result in an automatic renewal of the agreement.

6. Termination. Employee shall serve at the will and pleasure of the District's Board of Directors and may be terminated at the will of the Board of Directors 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 District 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 District'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 District arising out of her employment.

(b) Termination with cause:

The Board of Director's 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 Board of Directors 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 District. Just cause shall be related to and limited to those matters of local concern to the Board of Directors. Just cause includes those grounds set forth in applicable policies 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 District funds; conduct which brings discredit to the District; 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 District 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 District property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in District 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 District vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a District vehicle; unauthorized possession of weapons or explosives on District 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 District 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 Directors 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 Directors, 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 him 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 Directors, 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 Directors may place Employee on administrative leave when, in the sole opinion of the Board of Directors, Employee's temporary removal from office would be in the best interests of District. The administrative leave will commence on the Board of Director'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. District and Employee agree that the District 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 Agricultural and Open Space District. District 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 General Manager, or in any other way interferes with the administration or operation of the District that District'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 Director'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 Board of Directors her 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 Directors. With the approval of the Board of Directors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Directors 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 Board of Director's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote her 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 District in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the District. These tasks may also include providing information or testimony regarding matters, which arose during Employee's term as General Manager of the Agricultural and Open Space District.

(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 the District.

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 the District.

9. Compliance with Law. Employee shall, during her 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 District 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 District has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to her 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 she 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 her 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 District'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/District's Conflict of Interest Code.

Attest:

Sonoma County Agricultural and Open
Space District:

Clerk of the Board

By _____
Board President

Employee:

County of Sonoma
CAT. NO. 1 JGRP NO. VI

Unclassified 1290
Established 2/91
Revised 1/2000

GENERAL MANAGER, SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

Definition

Under general policy direction of the District Board of Directors (Board), plans, organizes, directs and coordinates the operations of the Sonoma County Agricultural Preservation and Open Space District; provides staff services to the Board of Directors, advisory committee and the Open Space Authority (Authority); and performs related duties as required.

Distinguishing Characteristics

This single position class is responsible for the administration of the programs of the Sonoma County Agricultural Preservation and Open Space Special District in conformance with Section 5500 of the California State Public Resources Code. The incumbent is responsible for the overall management of District business including personnel and financial administration, land acquisition and land management activities. Work is performed with a maximum amount of independence within policies and procedures set forth by the Board and Authority, and other relevant laws, ordinances and regulations.

The incumbent is an at will employee of a special district under the terms of an employment contract and is not subject to the provisions of the County of Sonoma Civil Service Ordinance.

Typical Duties

Advises the Board and the Authority on all policy and administrative matters pertaining to District activities such as land acquisition, land development, and maintenance and operation; recommends to the Board in conjunction with the Authority, methods of financing land acquisition and development.

Develops standards for land acquisitions and plans and prepares for future acquisitions. Acts as the District agent for negotiations, appraisals, title review, and escrow. With the assistance of legal counsel prepares legal documents and reports to the Board and Authority on the status of negotiations and current land acquisition alternatives. Applies for state, federal and private funds to supplement tax resources and donations.

Meets with land owners and potential donors to obtain gifts of land. Consults with citizens groups, advisory bodies, and other governmental agencies concerned with District programs and activities; represents the District speaking before public bodies, groups, organizations and the public on matters pertaining to District programs, activities, goals and objectives. Monitors contracts with individuals and agencies for compliance with terms and conditions.

Analyzes and comments on pending legislation affecting the District; represents the Board in advocating changes in legislation.

Prepares the District's annual operating budget and reviews the proposed budget with the County Administrator, the Board and Authority; monitors and controls expenditures; certifies the purchases of supplies, equipment and services.

Manages the selection and assignment of District employees in accordance with the personnel policies of the District; plans and directs in-service training programs; manages the department's performance evaluation program.

Knowledge and Abilities

Working knowledge of: federal, state and local laws and regulations affecting the operation of Public Open Space Programs; the principles of public land use and zoning, land acquisition; real estate law; real estate appraisal; relocation assistance and tax laws relating to income and charitable contributions.

Considerable knowledge of: organization and management principles, research methodology, report writing and basic statistics, written and oral communications, personnel and financial administration; practices and procedures required to effectively plan, organize and direct an Open Space Program, including the preparation of ordinances, regulations, contracts, and grant applications, effective citizen participation, program planning and project implementation.

Ability to: effectively plan, organize, direct, coordinate, administer and supervise activities and programs of the Open Space Program and provide program leadership; analyze administrative problems and implement policies and controls; establish priorities, and meet deadlines; plan and direct the acquisition, development, and maintenance of open space areas; prepare and direct the preparation of comprehensive written reports and oral presentations including solutions and recommendations, plans and policies; assist in the development of policies, agreements, methods, and procedures to implement District programs; establish accountability, and measure program effectiveness; establish and maintain effective personal working relationships with subordinates, District Board members, advisory and authority members, public officials, organizations, and the general public; maintain effective public relations with the community and media; interpret and ensure compliance with federal, state, local and District laws, regulations, rules, guidelines, policies, and procedures.

Minimum Qualifications

Education: Academic course work which directly relates to the knowledge and abilities listed. A four-year college degree in planning, public administration, business administration, park management, natural resources, economics, recreation, or a closely related field is preferred.

General Manager, Sonoma County
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Open Space District

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Experience: Any combination of training and experience which would provide the opportunity to acquire the knowledge and abilities listed. Normally, five years of management or administrative experience in governmental programs or governmental program analysis and planning, open space acquisition and management, or park management, would provide such opportunity.

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.

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