

AGREEMENT FOR PERSONAL SERVICES

LAFCO EXECUTIVE OFFICER

This Agreement is made this 10th day of June, 2014 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; 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 by accepting the position of LAFCO Executive Officer, 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 10, 2014, and ending on June 10, 2019, 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 "F" 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.

(d) EMPLOYEE shall receive eighty (80) hours of vacation time on commencement of the first day of County employment.

(e) EMPLOYEE shall be allowed to use eighty (80) hours of unpaid leave time without having to exhaust any other leave time first.

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.

(a) EMPLOYEE may be terminated by the COUNTY ADMINISTRATOR with cause as provided in attachment B.

(b) EMPLOYEE may terminate his 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 sixty (60) calendar days following delivery.

(c) 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 LAFCO. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's term as LAFCO Executive Officer.

(d) 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.

7. 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.

8. 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.

9. 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.

10. 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 calculating retirement benefits.

11. 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 _____
County Administrator

EMPLOYEE

Mark Bramfitt