

**AGREEMENT FOR PERSONAL SERVICES
LAFCO EXECUTIVE OFFICER**

This Agreement is made effective the 1st day of July, 2024 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" or "Commission") 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, pursuant to Government Code section 56384, the Commission "shall appoint an executive officer who shall conduct and perform the day-to-day business of the commission"; and

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

Whereas, County provides staffing to the Commission pursuant to a Memorandum of Understanding, and is responsible for providing an employee of the County to serve as the 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 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 July 1, 2024, and ending on June 30, 2029, subject, however, to termination as herein provided.
2. Duties. Employee shall perform the duties of LAFCO Executive Officer as set forth in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
3. Compensation.

(a) Employee's salary shall be set at the "1" 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. Appointing Authority and Performance Evaluations.

(a) The Commission shall be the appointing authority for EMPLOYEE as an official and the Board of Supervisors shall be the appointing authority for the EMPLOYEE as a County employee. The Board 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 Commission. In addition to the annual performance review, the Commission 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 Commission. EMPLOYEE agrees that concerns that COUNTY Board of Supervisors, or the individual members of the Board of Supervisors, or the individual members of the Commission 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 section 54957 and that the notice requirement of that section is, under those circumstances, inapplicable.

(b) Pursuant to the Memorandum of Understanding referenced above, COUNTY shall provide additional dedicated staff to assist the EMPLOYEE in carrying out the day-to-day operations of LAFCO. 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 County Administrator, 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.

(a) EMPLOYEE shall serve at the will and pleasure of COUNTY Board of Supervisors and may be terminated at the will of the Board with or without cause, provided, however, that the County will delegate the authority to terminate the EMPLOYEE with or without cause to the Commission, and provided that the COUNTY shall retain the authority to terminate the EMPLOYEE for the following acts:

- 1) A physical assault;
- 2) Threats of violence;
- 3) Embezzlement or theft;
- 4) Prosecution for or conviction of a felony;
- 5) Unauthorized possession of weapons or explosives on County property;
- 6) Sexual harassment;
- 7) Unlawful discrimination;
- 8) Being under the influence of alcohol or non-prescribed drugs, to the level of incapacity, during work hours; or
- 9) Violation of COUNTY's policy regarding use of COUNTY owned computers or other electronic devices.

EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

COUNTY recognizes that the Executive Officer is a statutory official, and disclaims the right to terminate the Executive Officer solely due to policy disagreements with the Commission or the Executive Officer.

(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 LAFCO.

(c) Termination of EMPLOYEE's employment without cause may be effected by (i) LAFCO giving written notice to COUNTY and COUNTY giving sixty (60) days' prior written notice to EMPLOYEE, or (ii) the Memorandum of Understanding is terminated. Upon such termination, EMPLOYEE shall be entitled to additional salary and deferred compensation equal to that which would accrue during ninety (90) 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 one-fourth (1/4) of unused sick leave and EMPLOYEE's deferred compensation balance. 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. If EMPLOYEE elects to accept said severance package, EMPLOYEE shall execute an agreement that the severance package shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against COUNTY or LAFCO arising out of his or her employment. EMPLOYEE expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

(d) EMPLOYEE may terminate his employment at any time by delivering to the Chair of the Commission his written resignation, with a copy provided to the County Executive Officer. Such resignation shall be irrevocable and shall be effective not earlier than ninety (90) calendar days following delivery. In addition to the cash equivalent of all accumulated vacation as of the day of termination pursuant to the Salary Resolution, EMPLOYEE shall be entitled to be compensated for one-fourth (1/4) of unused sick leave and EMPLOYEE's deferred compensation balance.

(e) 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 or 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 COUNTY and LAFCO 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 employment.

(f) 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.

6. Omitted.

7. Service as Executive Officer after Employment.

EMPLOYEE and Commission waive any rights to have EMPLOYEE continue to serve as Executive Officer after COUNTY employment is terminated. In the event that Commission wishes to have EMPLOYEE serve as Executive Officer following the termination of employment, Commission agrees that COUNTY may terminate the Memorandum of Understanding and/or take other reasonable actions to protect 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:

County Of Sonoma

Clerk of the Board

By _____
County Administrator

Employee

Mark Bramfitt