

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the date set forth below by and between the COUNTY of MONTEREY ("County" or "Employer"), and Raymond Buenaventura ("Employee"), and collectively, the "Parties".

By execution of this Agreement, Raymond Buenaventura is hereby appointed Public Defender of the County of Monterey pursuant to the laws of the State of California and the Monterey County Code.

1. **Employment.** Subject to the terms and conditions of this Agreement and all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures, The County hereby employs Ray Buenaventura as the Public Defender. Ray Buenaventura accepts such employment subject to the terms of this Agreement.

Pursuant to State law and County Code, Employee is appointed by the Board of Supervisors. Management and Supervision of Employee will be by the Board of Supervisors, and the County Administrative Officer and her Chief Assistant. The parties recognize that Employee is an Attorney-at-Law and as Public Defender may have individual clients with whom he has an attorney-client relationship. However, this relationship does not preclude inquiry and management by the Employer into Employee's management of and the practices of the Public Defender Office.

2. **Employment Policies, Practices, and Procedures.** Except to the extent that are inconsistent with the terms and conditions of this Agreement, all the County's employment policies, practices, and procedures, including, but not limited to, policies, practices, and procedures about promotion, discipline, grievances, layoff, and payment and provision of compensation, benefits, and retirement, shall control. In the event of any inconsistency between the terms of this Agreement and the County's personnel policies, practices, and procedures, the provisions of this Agreement shall control. Employee will be provided information about these policies, practices, and procedures during Human Resources "onboarding" and otherwise as appropriate.
3. **Term of Agreement.** This Agreement shall be in full force and effect on December 1, 2025, and shall remain in full force and effect until December 1, 2029, unless otherwise terminated or altered pursuant to the terms of this Agreement. The Employee shall assume the duties of Public Defender on December 1, 2025. If the Parties so desire, the Board of Supervisors and the Employee may negotiate a new employment agreement, subject to mutually agreeable terms and provisions, at any time. Either party may initiate contract negotiations.

4. **Compensation and Employee Benefits.**

- A. **Compensation and Benefits:** Salary upon assumption of the duties of the Public Defender will be at Step 3 of the County's current Salary Schedule for the

classification of Public Defender, which is \$22,770 per month or \$273,245 annually. The Employee is entitled to the same salary changes and advances as other "Y" unit County employees. The Employee recognizes that they are a full-time executive-level employee expected to work regular business hours and often more than regular business hours without additional compensation.

B. Executive Management Benefits: The Employee shall be entitled to benefits of employment generally available to executive management officers and employees of the County, as described on the attached Employee Benefit Summary (Exhibit A), and as usually available to Y-Unit executive management officers and employees, including, but not limited to, annual leave, professional leave, administrative leave, holidays, retirement, medical insurance (health, dental, and vision), vehicle allowance, management expense allowance, professional expense allowance, and cell phone allowance. The benefits described in this Section are subject to adjustment by the Board of Supervisors in accordance with the County's policies, practices, and procedures relating to the executive management officers and employees of the County.

C. Business Expenses: The Employee's reasonable business expenses, when incurred within the course and scope of the performance of the duties of Public Defender, shall be reimbursed in accordance with the then-current applicable County policies and procedures.

5. **Term, Termination and Status.**

A. Status of Employee – At-Will: In executing this Agreement, the Employee acknowledges explicitly that their employment status pursuant to this Agreement, and state law is "At-Will" subject only to the terms and conditions contained or specifically referenced herein. It is expressly agreed by the parties hereto that no work, act, commission, or omission of the Employee or the County shall be construed to make or render the Employee's status anything but "At Will." "At-Will" shall mean serving at the pleasure of the Board of Supervisors, which service and employment may be terminated at any time, for any reason, and/or for no reason.

B. Termination by Notice: This Agreement may be terminated at any time in the following manner:

1. By mutual agreement of the Parties as outlined in writing;
2. By the Employee giving the County not less than ninety (90) days' advance written notice of termination; or
3. By the County giving written notice of termination to the Employee, the termination shall be effective immediately upon the giving of notice or on such other date specified in the notice of termination.

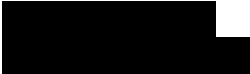
C. Outside Employment: No outside employment shall be undertaken by the Employee that does or may present a conflict of interest, or that has or may have the appearance of a conflict of interest with the duties and obligations of

the Employee under the provisions of this Agreement. No outside employment may be undertaken without the consent of the Chair of the Board of Supervisors.

6. **Notices.**

Any notice provided under the terms of this Agreement shall be delivered personally or by first-class, postage-prepaid mail to the County of Monterey Board of Supervisors and the Employee at the addresses listed below, or at such other addressees that either the County or the Employee may designate, in writing.

County of Monterey Board of Supervisors
Attention: Chair of the Board of Supervisors
168 W. Alisal St.
Salinas, CA 93901-2680

Ray Buenaventura


7. **Evaluations.**

The Board of Supervisors and the Employee shall mutually develop goals and objectives for the basis of the Employee's performance evaluation within the first six (6) months of the term of this Agreement. At approximately six (6) months into the Employee's employment (May , 2026), the Board of Supervisors will conduct a performance evaluation with consideration of an increase to the Employee's compensation to Step 4 of the County's current Salary Schedule for the classification of Public Defender, which is \$288,271 annually.

After the Employee's first performance evaluation, the Board of Supervisors shall evaluate the Employee's performance as Public Defender at intervals of approximately six (6) months commencing in December 2026. The Board of Supervisors anticipates performing the Employee's annual evaluation each December and the mid-year evaluation each June. Evaluations may be undertaken more frequently at the discretion of the Employee or the Board of Supervisors.

8. **General Provisions.**

- A. **Compliance with Applicable Law.** The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, policies, practices, and procedures in performing this Agreement.
- B. **Discrimination, Sexual Harassment, Workplace Violence and Other County Policies:** The County's has policies that prohibit discrimination in any of its forms, including sexual harassment, and which forbids violence in the workplace or anywhere else having a nexus with the workplace. The

Employee's signature on this Agreement constitutes the Employee's promise to remain informed regarding such policies and to comply therewith fully. The Employee shall comply with the County's regulations, ordinances, policies, and procedures as adopted or amended from time to time, whether referenced in this Agreement or not.

- C. **Conflicts of Interest:** The Employee represents that they presently have no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner with the performance of the professional services required under this Agreement, or with State law or State Bar rules and regulations. In addition, the Employee shall always comply with Government Code section 1090 and the California Political Reform Act and its associated regulations.
- D. **Review and Execution of Agreement.** Each party acknowledges that it has had the opportunity to read this Agreement and to consult with legal counsel of its choice concerning the terms, conditions, obligations, duties, and responsibilities outlined in this Agreement, and that each party executes this Agreement based on its own analysis and not upon the representations of the other party.
- E. **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the Employee.
- F. **Waiver:** A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- G. **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California.
- H. **Integration:** This Agreement represents the entire Agreement between the County and the Employee with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the Employee as of the effective date of this Agreement.
- I. **Incorporation of Exhibits and Recitals:** All exhibits referred to in this Agreement are an integral part of this Agreement and are incorporated in this Agreement by this reference as though outlined in full at this point.
- J. **Severability:** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Suppose any provision of this Agreement is held to be invalid in a court of law. In that case, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the Parties have executed this day and year written below.

Dated: October____, 2025

By:

Chris Lopez, Chair
County of Monterey Board of Supervisors

Dated: October ____, 2025

By:

Raymond Buenaventura

APPROVED AS TO FORM:

Susan Blich
County Counsel

EXHIBIT A