

**Agreement for Personal Services
Child Support Services**

This Agreement is made this 14th day of October 2025, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) and Gislene Mertle (hereinafter called “Employee”).

Witnesseth:

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of Director of Child Support Services;

Whereas, Employee acknowledges that by accepting the position of Director of Child Support Services that Employee will be an At-will Employee, and that, as such, the 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 Director of Child Support Services for three (3) years, commencing on October 14, 2025, and ending on October 14, 2028, subject, however, to termination as herein provided.

2. Duties. Employee shall devote their productive time, ability and attention to perform the duties of Director of Child Support Services 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 “A” step of the salary range for the position of Equity Officer as set forth in the Sonoma County Salary Resolution 95-0296 (“Salary Resolution”). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Section 7.19 and 7.20 are not applicable or made part of this Agreement. Employee may advance in the salary range at the County Executive’s discretion, and if the County Executive 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 County’s Salary Resolution.

4. Performance Review. The Board of Supervisors has delegated day to day oversight of Employee to the County Executive. The County Executive shall review Employee’s performance on an annual basis. If the County Executive provides Employee with a satisfactory

or better performance evaluation, Employee may be eligible to advance in the salary range pursuant to Section 3(a) of this Agreement.

5. Expiration, Extension or Non-renewal. At the expiration of the term of this Agreement, Employee's employment shall automatically terminate, unless County and Employee mutually desire to review and need more time to effectuate a renewal in which case the Agreement shall automatically continue for a period not to exceed ninety (90) days beyond the expiration of the term upon the written request of Employee and the written concurrence of the County Executive. Alternatively, County agrees to give written notice of its intention of non-renewal at least thirty (30) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give thirty-days' 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 Board of Supervisors and may be terminated at the will of the Board of Supervisors, 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:

Termination of Employee's employment without cause may be affected by the County giving at least thirty (30) days' prior written notice to Employee stating the date of Employee's termination ("Termination Date"). Notice is accomplished by the County depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address.

Severance. Upon the Termination Date, Employee shall be entitled a lump sum equivalent to sixty (60) calendar days of salary 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 three (3) calendar months from the date regular employee benefits end, which is the last day of the month in which the employee separates from County service. Employee's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of Employee against the County arising out of Employee's employment.

(b) Termination for Just Cause:

The County may terminate Employee's employment for just cause at any time by giving written notice of employment discrepancies. Notice is accomplished by the County depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address. Employee shall have an opportunity to respond in writing to such discrepancies within ten (10) calendar days of the date of the written notice from County. Within ten (10) calendar days of receipt of Employee's written response to such discrepancies, County shall provide a written decision indicating whether termination for just cause shall proceed, and if so, the Termination Date. Upon the Termination Date, Employee shall have no further rights under this Agreement or to continued employment with the County and shall have no severance or health benefits beyond the Termination Date. Termination for just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause include 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 funds; conduct which brings discredit to the County; 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 property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County 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 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 vehicle; unauthorized possession of weapons or explosives on County 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 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 and Employee will, within a reasonable period of time, not to exceed 10 working days after notification of termination without cause or the Termination Date, 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, in the County's sole discretion, may publish the 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 them in the office of the Clerk of the Board. Within ninety (90) days following the announcement of termination, Employee may present a written response to the Clerk of the Board 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 Executive may place Employee on administrative leave when, in the sole opinion of the County Executive, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the County Executive or designee's delivery to Employee's residence/office of a written notice to that effect. Upon the delivery of the notice to Employee's residence/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 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 the Child Support Services. County 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 Director of Child Support Services, 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's delivery of a written notice to that effect to Employee's last known address.

7. Resignation by Employee.

(a) Employee may terminate their employment at any time by delivering to the Board of Supervisors their 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 Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors, or with its approval, the originally scheduled date of resignation 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's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote their productive time, ability and attention 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 affect a smooth transition in the leadership of the County. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Director of Child Support Services.

(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. 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.

9. Compliance with Law. Employee shall, during their 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 has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to their 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 they presently have 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

Employee's 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

By: _____
Clerk of the Board

By: _____
Lynda Hopkins
Chair, Board of Supervisors

Employee:

By: _____
Gislene Mertle

Exhibit A

County of Sonoma

0876

Established: 3/02

Revised: 05/21; 03/24

DIRECTOR OF CHILD SUPPORT SERVICES

Definition

Under general policy direction of the Board of Supervisors and the County Executive, and within state and federal laws and regulations, plans, organizes, and directs Child Support Services programs and services for the County of Sonoma; and performs related duties as required.

Distinguishing Characteristics

This single position class is a department head, appointed by the Board of Supervisors and reporting to the County Executive, with responsibility for overall administrative direction and management of all child support services provided by the county. The Director establishes and maintains programs to collect support payments for custodial parents and their children from parents ordered to pay child support by providing such services as locating absent parents; establishing paternity; obtaining, enforcing and initiating modifications to child and medical support orders; and collecting and distributing payments. The Director is in a position of trust and confidence, and work is performed with a maximum amount of independent judgment and initiative within broad policy objectives established by the Board of Supervisors and the County Executive.

This job class is considered unclassified pursuant to the County of Sonoma Civil Service Ordinance No. 305-A, Section 5, as amended. The incumbent is appointed by the Board of Supervisors, reports to the County Executive, and is required to enter into an "at will" employment service agreement.

Typical Duties

Duties may include, but are not limited to, the following:

Plans, organizes, directs, coordinates, controls, and evaluates the operation of the Department; delegates appropriate authority to management subordinates.

Directs operational and administrative policies and procedures; analyzes and interprets existing and proposed legislation and State Department of Child Support Services policies, procedures, and other directives to determine their impact on departmental operations; identifies areas for organizational improvement; formulates long range plans and initiates changes to improve organizational efficiency and ensure program conformance to federal and state child support laws, regulations, and court decisions.

Directs staff in the preparation and monitoring of the departmental and state budgets; analyzes performance measures to ensure cost efficiency and determine the appropriate level of

services; presents and justifies proposed budget to the County Executive and Board of Supervisors; ensures that budget expenditures are properly controlled.

Serves on local and statewide committees to coordinate program administrative and training efforts; represents the County in statewide efforts to affect state and federal policy and regulations; and addresses legislative, judicial and regulatory bodies to explain, defend and advocate the County's positions and actions.

Oversees the department's automation programs and systems; and coordinates with the State Department of Child Support Services and other government agencies for the development, implementation, and maintenance of a statewide, interactive, automated case management and tracking system.

Interviews and selects top management staff; establishes performance standards; evaluates the performance of subordinate managers, and all staff through the management team; reviews performance evaluations; ensures action on disciplinary matters; ensures compliance with mandatory trainings and fosters appropriate professional development for staff and succession planning; and assesses organizational structure and takes actions to improve organizational structure and department efficiencies if needed.

Advises the Board of Supervisors and the County Executive of any changes in state laws or regulations that will have an impact on the delivery of services; provides the Board of Supervisors and the County Executive with specific plans, costs and recommendations needed to meet legal requirements.

Recommends and administers a variety of contracts to meet department goals.

Establishes and maintains effective communication and working relationships with the Board of Supervisors, County Executive, other County department heads, subordinates, and key officials of state, federal and local agencies.

Coordinates preparation and release to the media of information related to the programs and services of the Department of Child Support Services with the County's communications team and/or Board of Supervisors and County Executive; makes presentations to the public and media to promote awareness of the department's services, as needed.

Knowledge and Abilities

Thorough knowledge of: the principles and practices involved in child support enforcement programs at the federal, state and local levels; communication and conflict resolution; principles and practices of budget and fiscal management, supervision, training, and administration of public services; intergovernmental relationships and regulations affecting delivery of services; legislation and laws that regulate the operation of the Child Support Services Department; and modern methods of public services administration.

Considerable knowledge of: the social and economic problems affecting public child support

services and modern best practices in service delivery for these programs; program planning, evaluation and monitoring; principles and application of budget preparation and public funding; research methods and techniques; human resources management; research methodology, report writing, and basic statistics.

Ability to: plan, organize and direct comprehensive child support service programs; understand, interpret and explain laws, regulations and policies governing child support service programs and operations; develop goals and objectives; supervise and evaluate the performance of subordinate managers, professional and administrative staff; ensure proper compliance with state, federal and local guidelines, policies, goals, rules and regulations; identify and analyze administrative problems and implement operational changes; analyze problems and adopt an effective course of action; organize inter-departmental operations; direct the preparation and justification of the department's budget; respond to and promote effective media relations; make presentations to elected officials; establish and maintain effective working relationships with the Board of Supervisors, the County Executive, other County department heads, subordinates, and partners at state, federal and local agencies; communicate effectively both verbally and in writing; coordinate and integrate program components in a cohesive and effective service delivery system; secure cooperation and teamwork among professionals and support staff.

Minimum Qualifications

Education and Experience: Any combination of education, training, and experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, this would include graduation from an accredited college or university with a degree in public administration, social work, business administration, economics, psychology, sociology or a closely related field, and four years of increasingly responsible management experience in a public agency, including policy development, program planning and evaluation, budget management, and personnel management, which provided knowledge of public sector child support enforcement or social services programs; and a minimum of two years of supervising management and professional level staff, 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.