

## Agreement for Personal Services

### IOLERO Director

This Agreement is made this 9th day of August, 2022, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and **John Alden** (hereinafter called "Employee").

Witnessed:

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of Director of the Independent Office of Law Enforcement Review and Outreach ("IOLERO");

Whereas, Employee is qualified to serve as the IOLERO Director as a licensed attorney who is certified as a practitioner of oversight by the National Association for Civilian Oversight of Law Enforcement ("NACOLE") at the time of hire or within a reasonable time after hiring;

Whereas, Employee acknowledges that by accepting the position of Director of IOLERO that Employee will be appointed by the Board for a 3-year term, subject only to removal for cause by a 4/5ths vote of the Board.

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

1. Term of Employment. County hereby employs Employee in the position of IOLERO Director for a period of three (3) years, commencing on September 6, 2022, and ending on September 5, 2025, subject, however, to removal for cause by a 4/5ths vote of the Board.

2. Duties. Employee shall perform the duties of Director of IOLERO, as set forth in the County job specification, attached hereto as **Attachment 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 "I" step of the salary range for the position of Director of IOLERO 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 7.19 and 7.20, are not applicable or made part of this Agreement.

(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's vacation accrual rate will be established upon commencement of employment at the rate of 15-20 years of service as set forth in the Salary Resolution.

(d) County will pay or reimburse costs associated with maintaining NACOLE certification and for reasonable costs associated with attending the annual NACOLE conference.

(e) Employee must relocate to Sonoma County within 120 days of the start of the term of this Agreement. Employee will be reimbursed up to \$7,500 pursuant to the Relocation Agreement attached hereto as **Attachment B**.

4. Performance review. The Board of Supervisors shall review Employee's performance on an annual basis.

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 in writing.

6. Termination with cause. The Board of Supervisors may terminate Employee's employment for just cause approved by a 4/5ths vote 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 Chairperson of the Board of Supervisors 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 County. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause includes 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 Board of Supervisors and Employee 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 Supervisors, 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 Supervisors 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 Supervisors, by a 4/5ths vote, may place Employee on administrative leave when, in the sole opinion of the Board of Supervisors, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the Board of Supervisor'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. 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 IOLERO Department. 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 IOLERO Director, 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 Board of Supervisor's delivery to Employee's office of a written notice to that effect.

7. Resignation by Employee.

(a) Employee may terminate employment at any time by delivering to the Board of Supervisors his 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 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 County's intention to terminate the Agreement for cause 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 the COUNTY. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Director of IOLERO.

(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 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 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 of 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" 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 \_\_\_\_\_  
Chairperson of The  
Board of Supervisors

Employee

\_\_\_\_\_  
John Alden

County of Sonoma

4600

Established 08/15

Revised 01/22

## DIRECTOR, INDEPENDENT OFFICE OF LAW ENFORCEMENT REVIEW AND OUTREACH

### Definition

Under general direction, leads, manages, and coordinates the functions of the Independent Office of Law Enforcement Audit and Outreach (IOLERO); is responsible for the objective, independent, and appropriate review and audit of law enforcement citizen complaints, personnel, and administrative investigations, which include allegations of misconduct; analyzes data and drafts reports; makes recommendations on related policies, training, procedures, and other preventative measures; conducts community outreach and educates the public on the role of the Office; and functions as the staff lead for the Community Advisory Council (CAC).

### Distinguishing Characteristics

The Director of the Independent Office of Law Enforcement Review and Outreach is appointed by and reports to the Sonoma County Board of Supervisors and is exempt from the County's Civil Service system in accordance with Civil Service Ordinance 305-A as amended.

The Director is a licensed attorney, who leads the County's efforts in maintaining a credible, fair, and equitable review process and effectively and fairly representing the community's interests. This is a position of trust and confidence and is expected to exercise considerable independent judgment and initiative, be objective, work collaboratively with a wide variety of stakeholders, and establish effective relationships.

This position requires that the employee be a licensed attorney but not necessarily an attorney licensed in California. Duties for the position shall be within the parameters of and comply with limits on the practices of law in California.

### Typical Duties

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

Determines the operational philosophy of the Office to ensure the goals and needs of the County, and the community are met; manages the day-to-day operations of the office; oversees the work of staff and consultants; and implements the effective provisions of the Evelyn Cheatham Effective IOLERO Ordinance (Measure P).

Conducts comprehensive outreach to the community including schools, community based organizations, business and civic groups and promotes and facilitates communication between the community and law enforcement; working collaboratively with law enforcement staff, educates the community on law enforcement practices, policies, strategies, incident trends and challenges using appropriate methods such as public presentations, community forums, etc.; provides feedback from the community back to those affected department leaders and elected

officials; handles media relations.

Reviews, audits, and analyzes citizen complaints, personnel, and administrative investigations; directs staff in the audit of investigations and reviews audit reports; maintains complaint receipt and review processes, and forwards complaints for investigation.

Based on information compiled in the review of investigations or data trends, assess and makes recommendations regarding policies, procedures, strategies, training, and practices to reduce future occurrence of similar incidents or allegations to law enforcement offices; advises if any investigations appear incomplete or otherwise deficient, and requests further review as deemed necessary; when warranted, proposes independent recommendations or determinations regarding investigations.

Conducts research in relation to the Office's functions and responsibilities; tracks and analyzes legislative actions and law enforcement audit trends which may have an effect on the functions of the Office; advises law enforcement offices on legislative and audit trends; makes recommendations to the County for legislative platforms, as appropriate.

Coordinates and facilitates the work of, and provides appropriate staff support to the Community Advisory Council, committees, and subcommittees; provides data and information that supports the mission and work as requested and needed.

Prepares an annual report to the Board of Supervisors which includes statistical information, analysis of trends of the law enforcement offices, trends in law enforcement review in general, the work of the Community Advisory Council and committees, and makes recommendations as appropriate; prepares ad hoc reports as required and requested.

Directs the administrative functions of the Office, including preparation of the budget and determining budget priorities; interviewing and selecting staff; establishing performance standards and ensuring compliance with mandatory trainings; taking action on disciplinary matters; assessing and implementing organizational and operational efficiencies.

### Knowledge and Abilities

**Working knowledge of:** the Federal and State statutory and constitutional laws, and the interpretation and application of laws as they relate to a general law county government; general legal principles, practices, and the fundamentals of criminal and administrative investigations including interview techniques; organization, responsibilities, policies, practices, and procedures of local law enforcement; laws related to public safety investigations and the essential elements of the California Public Safety Officers Procedural Bill of Rights (Government Code Section 3300); current trends on law enforcement review concepts and practices; research methods, statistical concepts and report writing techniques; public relations practices and techniques, including public speaking.

**Knowledge of:** local government organization, structure, and administration; principles of

effective leadership and supervision.

**Ability to:** interpret and apply laws, policies, procedures, and regulations; conduct independent research and fact finding assignments, perform statistical analysis, and prepare reports; act independently and remain unbiased, objective, and professional; demonstrate integrity and sensitivity; honor confidentiality and basic constitutional and legislative rights of all affected parties; establish and maintain effective and collaborative working relationships with other employees, public officials, community groups, other governmental agencies, and the general public, particularly those with diverse ethnic, cultural, and socio-economic backgrounds; maintain effective media relations; work effectively under pressure; effectively facilitate and gain cooperation and participation of interested parties to achieve desired results; present recommendations and alternative proposals; manage and oversee the work of others.

#### Minimum Qualifications

**Education & Experience:** Any combination of education, training and experience, which would likely provide for possession of stated knowledge and abilities. Normally, this would include possession of a Juris Doctor degree or equivalent from an accredited U.S. law school; and at least four years of related legal experience, typically civil rights and/or criminal law, and experience working with individuals of diverse ethnic, cultural, and socio-economic backgrounds. Prior professional level experience in a law enforcement oversight/audit organization, bilingual Spanish, and supervisory experience are desirable.

**Special Requirements:** Successful completion of a thorough background investigation; have not been a sworn law enforcement officer within the last five years; and does not have any immediate family members (defined as spouse, child, sibling, parent) who are currently in sworn law enforcement positions. Qualification as a Certified Practitioner of Oversight by the National Association of Civilian Oversight of Law Enforcement is required at time of employment, or within a reasonable time after date of hire.

**License:** Possession of an active practicing attorney's 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.



**Exhibit C**  
**County of Sonoma**  
**Reimbursement of Relocation Expenses Agreement**

This is an agreement between the County of Sonoma and John Alden. The County of Sonoma agrees to reimburse certain moving expenses that you incur as a result of moving your residence.

- 1) Relocated employee will be reimbursed for reasonable and actual moving expenses according to the following:
  - a) The County of Sonoma agrees to reimburse the employee for the cost of moving normal household items and full value insurance protection from origin to destination
  - b) The County of Sonoma will authorize the reimbursement after receiving three estimates from the candidate; the County of Sonoma will reimburse the lowest of the three estimates
  - c) Applicable receipts will be required prior to authorization and the claim for reimbursement shall follow the County Auditor's standard claim procedures
  
- 2) The Following are required to be eligible for reimbursement:
  - a) The new hire must not be a current Sonoma County employee
  - b) The distance between the new hire's old residence and their new place of work must be at least 50 miles greater than the distance between the old home and the old place of work
  - c) The new place of residence is within the geographic boundaries of Sonoma County or within a commutable distance of the counties immediately adjacent to Sonoma County
  
- 3) Moving expenses not authorized:
  - a) Special services such as maid service, carpet service, disassembly of unusual articles
  - b) Transportation of vehicles, camping or utility trailers, building materials, firewood, landscape materials, animals, boats, or items not considered to be normal household items
  - c) Visits to the new location to secure housing
  - d) Storage costs at destination
  - e) Temporary living expenses at destination
  - f) Costs associated with the sale or purchase of residences, or forfeiture of deposit, penalty, etc. as a result of breaking or terminating a lease/agreement
  
- 4) Terms of Agreement:
  - a) The parties shall enter into an agreement that shall include the following:
    - i) The employee shall be required to repay 100% of the reimbursed amounts if the employee voluntarily terminates employment within 24 months from the date of hire
    - ii) If the employee is terminated from employment for any reason other than reasonable cause, no repayment will be required; if the employee is terminated for cause (as defined in Civil Service Rule 10, Section 10.3, A), repayment will be required according to item 4(a) above
    - iii) The County of Sonoma shall not reimburse for any other moving expenses not listed in the agreed upon moving estimate
    - iv) The parties agree that the employee reimbursement as described above shall be repaid to the County of Sonoma within 30 days of separation
  
  - b) Reimbursement of the expenses defined in item 1) are considered qualified expenses per current IRS regulations and are not subject to tax withholding and will be processed as reimbursements per the County's standard claim procedures. (Employees are encouraged to check with a tax accountant if they have any questions on what relocation expenses may be listed as deductions in personal income statements.)

- c) Employees will be responsible for all expenses not listed above that relate to relocating to the new job location.

The parties have agreed to the above listed terms and conditions set forth in this agreement.

\_\_\_\_\_  
County Administrator/Designee

\_\_\_\_\_  
Date

Accepted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

cc: Department/CAO  
Auditor-Controller  
Employee Personnel File