Agreement for Personal Services
Director of Information Systems

This Agreement is made this 30th day of August, 2022 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Dan Fruchey (hereinafter called "Employee").

Witnesseth:

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of Director of Information Systems;

Whereas, Employee acknowledges that by accepting the position of Director of Information Systems, he will be 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 Director of Information Systems for three (3) years, commencing on August 30, 2022, and ending on August 30, 2025, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of Director of Information Systems 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 initially set at the "I" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors. Any provisions of the Salary Resolution regarding merit increases or step advancements, including Section 7.19, 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 Salary Resolution.

4. Performance review. The County Administrator 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. County agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give sixty-day 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 County and may be terminated at the will of the County 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:

Severance. Termination of Employee's employment without cause may be effected by the County giving sixty (60) days' prior written notice to Employee. Upon such termination, Employee shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during sixty (60) 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 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 ninety (90) calendar days from date of termination. 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 her employment.

(b) Termination with cause:

The Board may terminate Employee's employment for just cause 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 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. 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 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, 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 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 may place Employee on administrative leave when, in the sole opinion of the Board, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the Chairperson of the Board'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 Department of Information Systems. 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 Information Systems, 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's delivery to Employee's office of a written notice to that effect.

7. Resignation by Employee.

(a) Employee may terminate his employment at any time by delivering to the Board 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. With the approval of the Board, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board 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 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 Information Systems.

(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 her 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" with the County, disclosing Employee's financial interests, as required by the County's Conflict of Interest Code.

Attest:

_____
Clerk of the Board

County of Sonoma:

By_____

Employee:

_____
Dan Fruchey

Established 9/66
Revised 9/71; 3/84; 2/94; 3/00; 06/02; 08/22

INFORMATION SYSTEMS DIRECTOR

Definition

Under general policy direction of the Board of Supervisors and the County Administrator, plans, organizes, and directs the activities of the County Information Systems Department; reviews and evaluates departmental service requests and prospective levels of service; and performs related duties as required.

Distinguishing Characteristics

This single position class serves as the department head for the Information Systems Department. The incumbent is responsible for the overall administrative management of departmental personnel, financial administration, program activities, and procedural and policy issues as they relate to the operation of County information services. Work is performed with a maximum amount of independence within established policies and procedures set forth by the Board of Supervisors, the County Administrator, and relevant laws, ordinances, and regulations.

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 County Administrator and considered an "at will" employee.

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.

Advises the County Administrator and the Board of Supervisors on key policy and administrative matters pertaining to the Information Systems Department; recommends information processing systems, personnel, and supply requirements to accomplish effective planning, implementation, and operation of information systems throughout the County.

Advises department heads regarding the feasibility and cost-effectiveness of utilizing computer automation; recommends priorities for the use of resources.

Directs staff in the development and operation of information processing systems and applications; confers with subordinates regarding priorities and technical problems; makes final decisions regarding matters dealing with centralized and distributed computer systems.

Directs and reviews the work of staff; directs the selection, training, and performance evaluation of staff; oversees training programs for key personnel of Information Systems and user departments to ensure an effective design, implementation and utilization of information systems and information.

Directs the preparation of the Information Systems Department annual budget; determines departmental budget priorities; oversees and monitors revenues, expenditures, and use of fund

balance; prepares and justifies program and budget recommendations for appropriations and staffing; administers the approved budget and controls expenditures.

Directs the preparation of the department's internal service charges to recover the cost of providing information system services, equipment and technology infrastructure replacement; establishes controls and measurement tools for the delivery of services and cost controls.

Negotiates, administers, and monitors contracts with private and public agencies providing data and information processing services for the County.

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

Provides information and reports regarding departmental programs, policies, and activities to the Board of Supervisors, County Administrator, other departments, other agencies, and the public; represents the County and speaks before public bodies, group organizations, and the general public on matters pertaining to Information Systems.

Participates as a member of various committees independently and/or where requested by the Board of Supervisors or the County Administrator.

Knowledge and Abilities

Extensive knowledge of: current and developing information systems technology, information systems management, software and network management principles; the principles and methods of systems analysis and design; the current developments in the field of data and information processing; modern personnel, financial, administrative, and management practices and procedures required to effectively plan, organize and direct an organization-wide information services operation and other related operations.

Working knowledge of: public purchasing bidding, requisition practices and procedures; contract negotiations and administration.

Ability to: plan, direct and coordinate the work of personnel involved in County-wide information systems technology; deal tactfully, convincingly and effectively with department personnel, government officials, and the general public; analyze and interpret complex data; direct cost-effectiveness studies and recommend alternatives; develop and update departmental long-range plans, rules, regulations and policies; delegate and provide policy direction to management staff; select, orient, train, supervise and evaluate departmental personnel; administer and monitor the department budget; effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific objectives, plans and policies; respond to and promote effective media relations; make presentations to elected officials; understand and accept differences in human behavior, particularly those with diverse ethnic, cultural, and socio-economic backgrounds; work under pressure.

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 academic course work in computer science, information systems management, business administration, and public administration, or a closely related field, and five years of professional management experience providing information systems services to a multi-departmental organization. Possession of a Bachelor's Degree in one of the subjects listed, or a closely related field, is highly desirable.

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.