First Amended and Restated Agreement for Personal Services
Director of Human Resources

This First Amended and Restated Agreement is made this 2nd day of June, 2026, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Janell Crane (hereinafter called "Employee").

Witnesseth:

Whereas, County and Employee entered into a personal services agreement ("Agreement") for the position of Director of Human Resources on June 12, 2023, for a period of three (3) years from June 13, 2023 until June 12, 2026; and

Whereas, County and Employee desire to amend and restate the Agreement to amend the terms and to extend the Term of Employment for an additional three (3) years;

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 Human Resources for three (3) years, commencing on June 12, 2026, and ending on June 12, 2029, subject, however, to termination as herein provided.

2. Duties. Employee shall devote her productive time, ability and attention to perform the duties of Director of Human Resources 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 remain at the "I" step of the salary range for the position of Director of Human Resources 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 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 thirty (30) 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 Executive and may be terminated at the will of the County Executive, 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 such 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 Human Resources 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 Director of Human Resources, 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 her employment at any time by delivering to the County Executive her written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery, unless waived by the County Executive. With the approval of the County Executive, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the County Executive, or with her 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 her 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 Human Resources.

(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 her 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 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:

By: _____
Clerk of the Board

County of Sonoma

By: _____
David Guhin
County Executive

Employee:

By: _____
Janell Crane

Established: 4/48
Revised: 5/73; 6/82; 2/86; 7/00; 02/11; 03/24

Director of Human Resources

Definition

Under general policy direction of the Board of Supervisors, the County Executive, and the Civil Service Commission, plans, organizes and administers comprehensive human resources and risk management programs for the County of Sonoma; performs related duties as required.

Distinguishing Characteristics

This is a single position class appointed by the County Executive. The incumbent serves as the department head of the Human Resources Department and through subordinate managers and staff is responsible for the effective and efficient management and administration of the department's programs and the County's Civil Service System. In managing the County's Civil Service System, interpreting and enforcing the Civil Service Ordinance and Rules, the Director is accountable to the Civil Service Commission and serves as the Commission's secretary. With regard to management of the department, general human resource issues and employee and labor relations matters, the Director reports to the County Executive and through them to the Board of Supervisors. Work is performed with a maximum amount of independence within established policies and procedures set forth by the Board of Supervisors, County Executive, and other 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 and 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 and directs the overall activities and programs of the Human Resources Department including the County's Civil Service System, recruitment, examination and certification of candidates for job vacancies; the maintenance of the County's job classification and compensation plan; the management of the County's Employee and Labor Relations program; the County's risk management and employee benefits programs; the administration of the County's Equal Employment Opportunity program and plan; the monitoring of the County payroll system; and the development and coordination of the County's overall training program.

Serves as Executive Secretary to the Civil Service Commission including the preparation of the agenda for Civil Service Commission meetings and the presentation of reports at such meetings;

administers the directions of the Commission and enforces and interprets Civil Service Ordinance and Civil Service Commission rules and regulations.

Plans and directs the selection, training, supervision and evaluation of Human Resources Department employees.

Reports to the Board of Supervisors and County Executive on meetings with employee organizations including wages, employee benefits, and grievances.

Consults with the County Executive, advisory council(s) and department heads in order to develop and maintain a coordinated approach to the implementation and administration of the various phases of the County's human resources management program.

Proposes and reviews new programs and changes to existing programs and amendments to ordinances, rules and other legislation affecting the County Human Resources, Employee and Labor Relations, and Risk Management programs.

Responsible for official department actions and documents such as establishment of employment lists, preparation of job certifications, payroll documentation and other permanent official records related to the County's human resources program.

Directs the preparation of the department annual budget and ensures the budget expenditures are properly controlled to ensure conformance with approved funding.

Represents the County before various public bodies, groups, organizations and the public in order to discuss, interpret and explain laws, policies, rules and regulations governing the County’s Human Resources programs.

Receives and reviews reports and evaluations from representatives of Federal and State agencies conducting the County's conformance with applicable laws and regulations; reviews such evaluations with staff, County Executive and Board of Supervisors; assures that necessary steps are taken to correct any discrepancies in such evaluation; reports programs of any corrective action to the Federal and State agencies.

Receives and investigates appeals, complaints and grievances regarding human resources related matters; assists officials and employees in the solution of human resources problems.

Knowledge and Ability

Extensive knowledge of: the modern principles, practices and methods of public human resources management; principles and methods of supervision, public relations, recruitment, examination, job classification, compensation, training, equal employment opportunity, employee and labor relations and general office management.

Thorough knowledge of: principles and practices of public administration; federal, state and local laws and regulations affecting human resources management; principles and practices of risk management and assets protection programs; principles and administration of employee benefits; research methodology, report writing and basic statistics.

Ability to: effectively plan, organize, direct, coordinate, administer and supervise activities and programs of a public human resources and risk management program through subordinate staff; understand, interpret and properly apply provisions of applicable laws, ordinances, rules, regulations, memoranda of understanding and operating procedures; analyze administrative problems, to reach practical conclusions, and institute effective changes; prepare and direct the preparation of comprehensive written reports and oral presentations containing alternative solutions and recommendations regarding specific resources, plans, and policies; write and orally communicate clearly and effectively; deal tactfully, convincingly and effectively with subordinate personnel, public officials, employees, organizations and the general public; ensure proper compliance with Federal and State guidelines, policies, rules and regulations relating to human resources management; develop and update departmental rules, regulations and policies.

Minimum Qualifications

Any combination of education, training, and experience that would likely provide the ability to possess the knowledge and abilities listed herein. Normally, this would include:

Education: A bachelor's degree in public administration, business administration, human resources, psychology, economics, sociology and/or a closely related field. Certification in a related field is highly desirable.

Experience: Five years of progressive professional experience in human resources management, including at least two years in a management capacity and one year in the public sector.

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.