

Agreement for Personal Services
County Equity Officer

This Agreement is made this ____ day of _____, 2020 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Alegría De La Cruz (hereinafter called "Employee").

Witnesseth:

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of County Equity Officer of the Sonoma County Office of Equity;

Whereas, Employee acknowledges that by accepting the position of County Equity Officer of the Office of Equity, 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 Equity Officer of the Office of Equity for three (3) years, commencing on September 22, 2020, and ending on September 22, 2023, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of County Equity Officer 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 Board of Supervisors.

3. Compensation.

(a) Employee's salary shall be \$90.78/hour, and as amended either by Personal Services Agreement, or until superseded by further resolution(s) or actions of the Board of Supervisors.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 County's Salary Resolution.

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. 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 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:

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 Employee's employment.

(b) Termination with cause:

The Board of Supervisors 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 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 effected, 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 them 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 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 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 Office of Equity. 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 County Equity Officer, 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 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 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 County Equity Officer.

(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 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 _____
Chair, Board of Supervisors

Employee:

Alegría De La Cruz

COUNTY EQUITY OFFICER

Definition

Under administrative direction, plans, organizes, manages and directs the development and implementation of equity programs for the County of Sonoma; plans, leads, and promotes diversity, equity and inclusion strategies and activities including policy analysis and development, data analysis, interdepartmental coordination, and community collaboration; manages the staff directly assigned to the office; and performs related duties as required.

Distinguishing Characteristics

This position is appointed by the Board of Supervisors and serves as the department head of the County's Office of Equity. The position is responsible for the development and management of the Office's mission and objectives aimed at identifying and addressing systemic inequities in County services, processes, and policies.

The incumbent provides leadership and vision to County departments, agencies, and special districts to ensure the development and implementation of effective strategies to achieve equity for Sonoma County residents. The incumbent must be sensitive to the impact that County policies, services, processes, directives and programs have on equity for the community at large. Equity may refer to racial equity, as well as gender, disability, sexual orientation, and other classes of individuals who may experience disparities that the County may effect in its programs and services.

Work is performed with a maximum amount of independence and trust. The position is expected to work collaboratively with County departments, agencies, special districts and local community groups, and other organizations to carry out the mission and responsibilities of the Office.

Typical Duties

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

Develops and manages the County's equity and inclusion strategic plan, objectives, policies, and priorities, ensuring the County's core values of equity, diversity, and inclusion are incorporated throughout its workforce, programs, and the services provided to the community.

Works to build an infrastructure to ensure planning and policy decisions are evaluated through an equity lens to create equitable outcomes of policies, processes, directives implemented by

services provided by County departments, agencies and special districts; coaches departments to be innovative and adaptive in providing culturally competent programs/services and improved public outreach, and to cultivate awareness and appreciation of a diverse and inclusive culture.

Conducts, evaluates, and coordinates analyzes and makes recommendations regarding policy issues and long-range plans to address County and community needs and services to ensure equitable outcomes; facilitates the development of baseline data and metrics, and develops performance indicators and progress benchmarks; evaluates progress on equity plans and objectives, and collects, analyzes, and presents data measuring progress; develops and coordinates reports, supporting materials, and presentations.

Develops and works collaboratively with employee groups whose purposes are related to advancing equity in County programs and services, and fostering a diverse and inclusive workforce.

Collaborates, develops and oversees the dissemination of information and training to County departments and employees regarding racial equity and equity in general, diversity, cultural competency, and inclusion; works collaboratively with the Human Resources Department in the development, recommendations, and implementation of training, and in developing best practices to advance diversity of the workforce.

Represents the County as a member of community diversity collaborations; collaborates with and builds relationships with community partners; participates in community conversations about diversity, equity, and inclusion issues; facilitates community engagement processes for policy and planning input.

Analyzes related legislation and regulations with an equity lens and provides expert technical guidance.

Directs and reviews the work of staff; manages staff training and performance; determines departmental budget priorities and makes recommendations.

Performs other duties as assigned, expected, and related to the mission of the Office.

Knowledge, Skills, and Abilities

Knowledge of: socio-political, historical, and systemic issues influencing equity; analysis and management practices as applied to the evaluation of diversity, racial equity, and inclusion; pertinent federal, state, and local laws, programs and practices related to anti-discrimination, equity, equal opportunity, diversity and inclusion; change management principles and practices; policy analysis and development techniques, and methods of formulating and advocating for public policies; effective interpersonal and group communication techniques; principles and practices of community engagement, outreach and inclusion; theories, principles and practices

of effective management and strategic planning process and techniques; principles and practices of organization, administration, fiscal planning, and personnel management.

Skills and Abilities: practice professionalism, tact, collaboration and diplomacy; demonstrate effective interpersonal skills; demonstrate cultural awareness and competency; use sound judgment; develop strong working relationships; understand political acumen; use effective written and verbal skills; write effective reports and give verbal recommendations and presentations; effectively engage the public; conduct organizational and strategic planning, and develop and execute implementation plans; conduct analysis and effectively problem solve; interpret and apply policies, procedures, laws, and regulations; advise and recommend policy and program changes; supervise, train, and evaluate the work of subordinates; use general management skills.

Minimum Qualifications

Any combination of education, training, and experience which would likely provide for possession of the stated knowledge, skills, and abilities. Normally, this would include a Bachelor's degree from an accredited college or university in ethnic studies, sociology, psychology, public administration, organizational psychology, human resources, or a closely related field; and, at least three years of professional level experience providing guidance and program development related to equity, civil rights, or social justice programs which focus in part on equity, diversity and inclusion.

Experience working with public entities, and experience in the development and execution of strategic equity related initiatives in a large, complex organizational environment 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.