

Agreement for Personal Services
Director of Human Services

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 Angela Struckmann (hereinafter called "Employee").

Witnesseth:

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

Whereas, Employee acknowledges that by accepting the position of Director of Human Services, she will be an at-will Employee, and that, as such, her 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 Human Services for three (3) years, commencing on October 6, 2020, and ending on October 6, 2023 subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of Director of Human 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 Administrator.

3. Compensation.

(a) Employee's salary shall be initially set at the "E" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors.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. Employee may advance in the salary range if the County Administrator 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 Salary Resolution.

(c) Relocation and moving expenses will be reimbursed per the County of Sonoma's Administrative Policy Manual, section 4-9 "Policy for Relocation Incentives and Reimbursement Expenses for Management and Unrepresented New Hires," attached hereto as **Exhibits B. and C.** All aspects of this policy will be applicable. Employee may use these benefits provided relocation happens on or before December 31, 2021.

4. Performance review. The County Administrator shall review Employee's performance on an annual basis. If the County Administrator deems Employee's performance is satisfactory or better, Employee may be eligible to advance in the salary range.

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 Administrator and may be terminated at the will of the County Administrator 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 County Administrator 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 County Administrator 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 County Administrator. 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 County Administrator 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 County Administrator, 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 Employee 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 County Administrator 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 Administrator may place Employee on administrative leave when, in the sole opinion of the County Administrator, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the County Administrator'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 Human 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 Human 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 Administrator's delivery to Employee's office of a written notice to that effect.

7. Resignation by Employee.

(a) Employee may terminate her employment at any time by delivering to the County Administrator 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 Administrator. With the approval of the County Administrator, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the County Administrator 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 her 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 Human 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 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 she 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 _____
County Administrator,

Employee:

Angela Struckmann

DIRECTOR OF HUMAN SERVICES

Definition

Under general policy direction of the Board of Supervisors and the County Administrator, provides leadership and administrative policy direction for programs and services of the Human Services Department; and performs related duties as required.

Distinguishing Characteristics

This position serves as the department head for the Human Services Department. The incumbent is in a position of trust and confidence and is the appointing authority for all employees in the Human Services Department. The Director of Human Services reports to the Board of Supervisors through the County Administrator to provide advice and consultation on all matters related to the requirements of the department. The Director is delegated authority and is held accountable for the overall resource development and administration of all programs, services and employees of the Human Services Department. The incumbent performs assignments with a maximum amount of independent judgment and initiative within broad policy objectives established by the Board of Supervisors and the County Administrator. This job class is not within the classified civil service under the provisions of Section 5 (q) of the County of Sonoma Civil Service Ordinance No. 305A as amended. The incumbent serves at the will of the Board of Supervisors and is required to enter into an "at will" employment contract

Typical Duties

Provides leadership and administrative policy direction; coordinates administration of all departmental divisions; evaluates performance of subordinate managers; conducts meetings and conferences with department staff; advises the County Administrator at the Board of Supervisors regularly of human services issues.

Develops and implements administrative policies and procedures; refines management structure, as necessary, with attention to lines of communication, decision making, and accountability; maintains an organizational chart which identifies department divisions and sections with an explanation of how authority is delegated and work flows.

Directs the research, analysis and formulation of the department budget; determines departmental budget priorities; prepares and justifies program and budget recommendations to the County Administrator and the Board of Supervisors; ensures that budget expenditures are properly controlled.

Submits estimates of facility requirements with estimated costs and time lines for relocation and/or modifications.

Establishes and evaluates monitoring and evaluation systems; establishes measurable standards for reviewing the success of the plan and the new systems and services.

Interviews and selects top management staff; reviews and approves staff training program;

recommends changes in position classification consistent with organizational structure; evaluates the performance of subordinate managers; approves or disapproves merit salary increases; adjusts employee grievances within limits of delegated authority, has authority to hire and discharge in the Human Services Department; delegates authority and holds subordinate managers accountable for the efficient administration of their divisions or sections.

Reviews and approves Board of Supervisors' agenda items, personnel, operational and budgetary actions recommended by Division Directors.

Coordinates the administration of the department divisions; initiates, implements, and reconciles management practices and policies; approves changes and modifications; ensures intra-departmental communication and implementation of changes and modifications of protocols.

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

Establishes and maintains effective communication and working relationships with related County departments and key officials of state, federal and local agencies.

With concurrence of the Board of Supervisors and the County Administrator, seeks and applies for grants in aid to improve or enhance the delivery of human services.

Coordinates and directs the provision of technical and professional assistance to other county departments, other human service agencies, businesses and members of the general public on matters affecting the delivery of human services to the citizens of Sonoma County.

Conducts meetings and conferences with department staff; interprets policies, rules and regulations to staff members; allocates and reallocates department resources to meet human service needs; analyzes difficult management and fiscal problems, considers available options, evaluates possible solutions, selects an appropriate solution and implements a decision to resolve the problem.

Coordinates preparation and release of informational materials which enhance public understanding of community needs and human service activities; represents the County in speaking engagements and general public contact on matters pertaining to human service programs and activities; coordinates preparation and release to the media of information related to the programs and services of the Human Services Department.

Knowledge and Abilities:

Extensive knowledge of: modern personnel, financial and program management processes and procedures required to effectively plan, organize and direct a Human Services Department; federal, state and local laws, ordinances, rules and regulations relating to the management and operations of a Human Services Department, including the provisions of the California Welfare and Institutions Code related to categorical aids and Social Security.

Thorough knowledge of: modern organizational and planning techniques used to manage a

multi-service human services agency.

Considerable knowledge of: the social and economic problems that have an impact on the human services needs of the community; communications and conflict resolution techniques.

Working knowledge of: the operational requirements of a 24-hour institution; the Juvenile Court System.

Knowledge of: research methodology, report writing and basic statistics.

Ability to: evaluate the performance of subordinates, identify behavior and performance problems, communicate appropriate employment standards to affected employees and hold those employees to the standards; effectively plan, organize, direct, coordinate, administer, and supervise activities and programs of the Human Services Department; analyze management problems, to reach practical conclusions, and institute effective changes; develop and update departmental rules, regulations and policies; direct or prepare comprehensive, clear written reports and oral presentations containing alternate solutions and recommendations regarding specific resources, plans and policies; establish and maintain effective professional and working relationships with the Board of Supervisors, the County Administrator, other County department heads, subordinates, community groups, other human service agencies, the general public and others who have an interest in human services issues; ensure proper compliance with state, federal and local guidelines, policies, goals, rules and regulations; understand and appreciate differing views on the role of the Human Services Department in the management of sensitive human services issues; administer a variety of community service contracts; physically visit a variety of Human Services Departments and other local agency locations.

Minimum Qualifications:

Education: Any combination of education or training that would provide the opportunity to acquire the knowledge and abilities listed. Normally, graduation from an accredited college or university with a degree in social work, public administration, business administration or a closely related field would provide such opportunity. Possession of a Masters degree is desirable.

Experience: Any combination of experience which would provide the opportunity to acquire the knowledge and abilities listed. Normally, five years of increasingly responsible experience managing a human services organization or large division of such organization 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.



ADMINISTRATIVE POLICY 4-9:

Policy for Relocation Incentives and Reimbursement Expenses for Management and Unrepresented New Hires

Approved: Board of Supervisors

Authority: County Administrator

Resolution: 07-0760

Revised Date: 9/11/07

I. Purpose

To establish criteria and approval authority for the authorization of certain relocation incentives and reimbursement of relocation expenses associated with the hiring of new employees in selected management and unrepresented positions.

II. Policy

Certain relocation incentives may be authorized and/or moving expenses may be reimbursed by County departments for department heads, assistant department heads, management classification, or difficult-to-fill unrepresented positions that fulfill a critical need in the County organization. The policy is limited to new hires not already employed by the County of Sonoma. The County Administrator as designee shall review, and if acceptable, authorize any incentives or reimbursements under this policy. A difficult-to-fill position is defined as a position where Human Resources had conducted aggressive recruiting efforts and the results of the effort indicate that the candidate pool is limited and the offering of relocation incentives may be a key factor in acquiring a viable candidate.

Costs of the relocation incentives/reimbursements will be borne by the hiring department.

A. Moving Expenses

1. Relocated employees 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; 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. Some examples of moving expenses not authorized by this policy:
 - 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:
 - 1) 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.
 - 2) 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.
 - 3) The County of Sonoma shall not reimburse for any other moving expenses not listed in the agreed upon moving estimate.
 - 4) 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 usually 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.

III. Procedure

A. Request for Approval

The Department Head shall complete the Relocation Incentives and Reimbursement Expenses Request Form and provide to the County Administrator for review and approval. Prior to any formal offer of incentives or reimbursement, departments must have approval from the County Administrator.

B. Moving Expenses

For reimbursement for relocation expenses, the Relocation Agreement Form shall be executed by the employee and County Administrator, or the department head, if so designated, prior to the employee's first day of employment and prior to any approval of expenses. Departments must retain the original copy of the executed form in the employee's personnel file. A Reimbursement Request Form, a copy of the executed Relocation Agreement Form, and a copy of the Relocation Incentives and Reimbursement Expenses Request Form needs to be attached to accompanying receipts and provided to the Auditor/Controller for processing.

Human Resources recommends the Relocation Agreement Form be used in conjunction with the offer of employment letter.

C. Advancement of Vacation and Sick Leave Hours upon Hire

Department Heads should instruct department payroll staff to complete a Leave Adjustment Form. The Leave Adjustment Form and a copy of the Relocation Incentives and Reimbursement Expenses Request Form approved by the County Administrator should be provided to the Auditor/Controller payroll division for processing.

Human Resources recommends the Relocation Agreement Form be used in conjunction with the offer of employment letter. Copies of the Relocation Incentives and Reimbursement Expenses Request Form and Relocation Agreement Form can be found on the Human Resources Department Intranet site.

IV. Interpretation

Questions on policy interpretation, application, or variations will be resolved by the County Administrator or his/her designee.

Exhibit C
County of Sonoma
Reimbursement of Relocation Expenses Agreement

This is an agreement between the County of Sonoma and Angela Struckmann. 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