

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 3/10/03
Department Name: County Administrator
Department No.: 012
Agenda Date: 3/25/03
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors
FROM: County Administrator
STAFF CONTACT: Michael F. Brown, County Administrator
Shane Stark, County Counsel
SUBJECT: Appointment of Interim Social Services Director

Recommendation(s):

That the Board of Supervisors:

1. Appoint Charlene Chase Interim Director of Social Services effective March 31, 2003.
2. Approve professional services contract with Charlene Chase for services as Interim Director of Social Services at the rate of \$68 per hour, not to exceed 960 hours or \$65,280

Alignment with Board Strategic Plan:

[This action is a business necessity.](#)

Executive Summary and Discussion:

Charlene Chase is retiring as Director of Social Services effective March 30, 2003.

It is necessary to have an Interim Director during the period when her successor is recruited.

The existing Assistant Directors function as a team and it would be disruptive if one of them acted as director during the recruitment period. Ms. Chase has indicated a willingness to serve as Interim Director. This will enable continuity of leadership of the department during the critical period when the State budget is being completed and the County budget is being adopted.

Government Code § 31680.3 allows retired employees to serve in positions requiring specialized knowledge and skill for up to 120 days or 960 hours in any fiscal year. The attached contract provides for Ms. Chase to

perform such service. She would be paid an hourly rate of \$68, which is equivalent to her present salary and “unit cash” benefit. She would also be allowed the use of an assigned County car and County cell phone. The maximum she can receive under the contract is \$5,440 per pay period or \$65,280 (960 hours x \$68).

In addition to serving as Interim Director, Ms. Chase would represent the County on realignment and other State budget issues affecting the Department of Social Services and assist in the recruitment of a successor permanent Director.

Mandates and Service Levels:

The County must have a Director of Social Services.

Service levels would not be affected.

Fiscal and Facilities Impacts:

The financial change from the present situation will be minimal.

Special Instructions:

Concurrence: N/A



PROFESSIONAL SERVICES AGREEMENT
(Interim Social Services Director)

IT IS AGREED by and between the COUNTY OF SANTA BARBARA (“County”) and Charlene Chase (“Chase”) as follows:

1. RECITALS.

- a. County is authorized pursuant to Government Code § 31000 to contract with persons to furnish professional services.
- b. County is authorized pursuant to Government Code § 31680.3 to re-employ retired employees to positions requiring special skills or knowledge.
- c. Chase is retiring as County Social Services Director effective March 30, 2003.
- d. County desires to retain Chase to provide transitional services and to act as interim director during the recruitment of her successor as department director.

2. SERVICES: Chase shall perform the following duties:

- a. Continue to perform duties related to a County executive position.
- b. Provide administrative direction for the Department of Social Services.
- c. Represent the County within the community and with other agencies.
- d. Attend State, Federal and California Welfare Director’s meetings.
- e. Oversee the departmental budget.
- f. Represent the County on realignment and other State budget issues affecting the Department of Social Services.
- g. Assist in the recruitment of a successor Director.

3. COMPENSATION AND COST. For the professional services that Chase performs for the County pursuant to this Agreement, the County shall pay Chase at the rate of \$68 (Sixty-Eight Dollars) per hour. Chase is considered extra help and reemployed under Government Code § 31680.3 and may not be compensated for more than 120 working days or 960 hours, whichever is greater, in any one fiscal year. The total amount payable per pay period under this contract shall not exceed \$5,440. (80 hours per pay period). Payment shall be made

biweekly approximately two weeks after the end of each pay period and shall be subject to the deductions required by law, including withholding of state and federal income tax. Chase further agrees to provide time sheets and detailed itemization of projects and number of hours allotted to each department or in case of sufficient detail to enable County to bill outsiders for work performed if necessary.

4. TERMINATION. Chase may terminate this agreement by giving ten (10) days written notice to the County. The County may terminate this agreement by giving ten (10) days notice to Chase or immediately upon breach of any term or condition of this agreement by delivery of written notice to Chase. Chase shall be compensated for work performed up to the date of termination.

5. TERM. This Agreement shall be effective from March 31, 2003 and shall continue until June 30, 2003. This agreement shall remain in force until terminated pursuant to Section 4 above or until the total due from the County to Chase, for the hours worked by contractor totals \$65,280, whichever shall first occur. In no event shall County be liable to Chase for any sums in excess of \$65,280 unless this contract is amended in writing.

6. INDEMNITY. The County agrees to indemnify and defend Chase in any claim or action against Chase arising out of the performance of services under this Agreement.

7. BENEFITS Chase shall not be entitled to any of the employee benefits of a County employee except as expressly set forth herein.

- a. Chase may continue to use an assigned County car.
- b. Chase may continue to use a County cell phone.
- c. Chase may be reimbursed for travel expenses pursuant to County policy.

Chase understands that she is responsible for payment of taxes required by law on any item above to the extent it is considered taxable income.

8. NONDISCRIMINATION AND ANTI-HARASSMENT. Chase agrees to comply with the County's unlawful discrimination ordinance (Santa Barbara County Code Article XIII Chapter 2) and anti-harassment policy, if applicable.

9. INCOMPATIBLE EMPLOYMENT. Chase and County agree that Chase will comply with Rule Seventeen of the County's Civil Service Rules, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes.

SANTA BARBARA COUNTY

CONTRACTOR

by: _____
Naomi L. Schwartz
Chair, Board of Supervisors

Charlene Chase

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By _____
Deputy Clerk

Approved as to Form:

Approved as to Form:
Auditor -Controller

County Counsel

By _____