

Agreement for Personal Services

Director of Permit Sonoma

This Agreement is made this 9th day of December 2025, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) and Timothy Scott Orr (hereinafter called “Employee”).

Witnesseth:

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

Whereas, Employee acknowledges that by accepting the position of Director of Permit Sonoma 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 Director of Permit Sonoma for three (3) years, commencing on December 9, 2025, and ending on December 9, 2028, subject, however, to termination as herein provided.

2. Duties. Employee shall devote his productive time, ability and attention to perform the duties of Director of Permit Sonoma 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 set at the “G” step of the salary range for the position of Director of Permit Sonoma 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 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 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 Permit Sonoma. 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 Permit Sonoma, 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 his employment at any time by delivering to the County Executive 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 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 his 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 his 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 Permit Sonoma.

(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 his 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:

County of Sonoma:

By: _____
Clerk of the Board

By: _____
M. Christina Rivera
County Executive

Employee:

By: _____
Timothy Scott Orr

DIRECTOR OF PERMIT SONOMA

Definition

Under general policy direction of the Board of Supervisors and the County Executive, provides leadership and administrative policy direction for programs and services of Permit Sonoma; and performs related duties as required.

Distinguishing Characteristics

This executive management class serves as the department head for Permit Sonoma. Work involves responsibility for the effective operation of the department through the establishment of performance goals and objectives.

The Director is in a position of trust and confidence, with work performed with a maximum amount of independent judgment and initiative within broad policy objectives as established by the Board of Supervisors and the County Executive. The Director is expected to work collaboratively with other County departments and community partners to plan and provide quality planning, building, engineering, fire prevention, natural resource preservation, and code enforcement services for the Sonoma County community, and regularly advises the Board of Supervisors and County Executive on departmental services matters.

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:

Provides leadership and administrative program policy direction; sets departmental priorities and coordinates the administration of all departmental divisions; evaluates the performance of subordinate managers; conducts meetings and conferences with department staff; ensures emphasis on quality service to customers.

Consults with the department's senior management team on matters and/or protocols that effect the delivery of planning, building, engineering, fire prevention, natural resource preservation, and code enforcement services, ; approves changes and recommended modifications to intra-departmental communication and the implementation of strategies for the modifications of departmental practices and protocols.

Directs and coordinates the provision of technical and professional assistance to other

county departments, county businesses, and members of the public on matters affecting land use regulation in Sonoma County.

Develops and recommends organizational or system changes, as necessary, to maintain client-focused services; develops and implements administrative policies and procedures; ensures appropriate program monitoring and evaluation processes and systems; refines management structure with particular attention to lines of communication, decision-making, and accountability; interviews and selects top management staff; ensures the maintenance of personnel evaluation systems; communicates with union representatives and participants in labor relations activities; promotes a safe working environment; enforces policies against sexual harassment.

Determines departmental budget priorities, directs the preparation of the department's budget, and justifies program and budget recommendations to the County Executive and the Board of Supervisors; oversees and monitors revenue and reimbursement projections; ensures that budget expenditures are properly controlled and meet regulatory requirements; seeks other funding options and applies for grants in to improve or enhance services; allocates and reallocates department resources to meet service needs.

Develops an organizational structure that identifies appropriate department divisions and sections with clear responsibilities and authority of divisions, sections, and positions; ensures effective management practices and delegation of work and workflow processes.

Evaluates the performance of subordinate managers; ensures departmental human resources and risk management administration is effective and compliant with County rules, processes, practices, and related legislation; ensures mandatory training compliance and appropriate professional development is offered to staff; fosters positive labor relations and hears employee grievances and remedies grievances or disciplinary matters within the limits of their delegated authority.

Follows state and federal legislative developments and determines impacts for the department and services; advises the Board of Supervisors and the County Executive of any changes in state laws or regulations that will have an impact on the delivery of the department's services; provides the Board of Supervisors and the County Executive with specific plans, costs, and recommendations needed to meet legal requirements; advocates for/against legislation and regulations where appropriate.

Coordinates preparation and release to the media of information related to the programs and services of Permit Sonoma with the County's communications team and/or Board of Supervisors as needed.

Knowledge and Abilities

Thorough knowledge of: modern personnel, financial, and program management practices to

effectively plan, organize and direct the department; County government, and other governmental agencies which have a relationship with County government; client-focused service delivery systems.

Considerable knowledge of: the principles, methods, and techniques of planning and building development; effective supervisory practices, training, and techniques; principles and practices of effective customer service in a local government environment; principles and practices of modern budget, program, and system management; performance management, conflict resolution, best practices in leadership and communication; the legal mandates of building and code enforcement programs; principles, methods, and techniques of code and regulation development and adoption relating to development service functions; the administration of building, fire, construction, public health, planning and related laws, codes, ordinances and the methods of review and inspection to ensure compliance.

Ability to: establish and maintain effective and collaborative working relationships with the Board of Supervisors, the County Executive, other County department heads, subordinates, community groups, building professionals, other local cities and public entities, the general public and others who have an interest in building regulation services and issues; manage a multi-discipline, fully integrated, customer-oriented service delivery system; plan, organize, and coordinate the activities of highly specialized and professional employees; delegate, supervise and follow-up on assigned work; organize and direct group discussions, and demonstrate communication skills in gathering, evaluating and transmitting information to a variety of stakeholders including internal staff and community groups; provide professional consultation, assistance and leadership; ensure program compliance and fiscal responsibility through subordinate staff and appropriate oversight of programs and services; analyze and review staff reports and recommendations, and give constructive criticism; work under pressure, establish priorities, and meet deadlines; provide effective leadership in the development of new or improved procedures, rules, regulations and policies; effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans and policies; demonstrate the ability to work with, and appropriately and effectively utilize resource support departments/services including computer services, personnel, legal counsel, accounting/auditor, risk management, and other staff services.

Minimum Qualifications

Education and Experience: Any combination of education, training, and/or experience that would provide an opportunity to acquire the knowledge and abilities listed. Normally, graduation from an accredited college or university with academic course work in public or business administration, planning, geography, architecture, landscape architecture, economics, environmental studies, structural, mechanical, or civil engineering, and five years of increasingly responsible management experience in the development services or related administrative management functions would provide such opportunity. Additional qualifying

experience may be substituted for the college education on a year-for-year basis.

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.