

**First Amended and Restated Agreement for Personal Services
Director of Economic Development Collaborative**

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 Ethan Brown (hereinafter called "Employee").

Witnesseth:

Whereas, County and Employee entered into a personal services agreement ("Agreement") for the position of Director of the Economic Development Board (now called the Economic Development Collaborative) on June 12, 2023, for a period of three (3) years from June 13, 2023 until June 13, 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 the Economic Development Collaborative for three (3) years, commencing on June 13, 2026, and ending on June 13, 2029, 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 the Economic Development Collaborative 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 the Economic Development Collaborative 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 Economic Development Collaborative. 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 the Economic Development Collaborative, or in any other way interferes with the administration or operation of the Economic Development Collaborative 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 the Economic Development Collaborative.

(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: _____
David Guhin
County Executive

Employee:

By: _____
Ethan Brown

Executive Director, Economic Development Board

Definition

Under general policy direction of the Board of Supervisors and the County Executive, leads, plans, implements and coordinates the activities of the Economic Development Board to foster business, industry, and workforce growth and retention; and performs related duties as required.

Distinguishing Characteristics

This single position class serves as the department head, for the Sonoma County Economic Development Board department and is responsible for the effective and efficient management and administration of the department. Considerable independent judgment is exercised in the administration of programs which have been authorized by the Economic Development Board and the Sonoma County Board of Supervisors. Work is performed with a maximum amount of independence and trust within established policies and procedures set forth by the Board of Supervisors, the County Executive, and the Economic Development Board.

This job class 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:

Develops strategic initiatives and plans, organizes, and directs the overall activities and programs associated with the Economic Development Board department and its mission and programs; develops and implements programs and policies and related procedures that promote economic development and diversification.

Provides services to support business and industries located in the County to thrive and help navigate the complexities of operating in Sonoma County; develops directories, publications, and resources to assist companies.

Maintains inventory of economic data on the County such as population growth, demographics, income levels, labor rates, taxes, transportation and other information; develops regular reports for business and community use with relevant data and analysis.

Evaluates and analyzes data with the assistance of business and community groups such as

Chambers of Commerce, developers, governmental agencies and departments, non-profits and others for input in selecting specific types of business and industries to support in the County; coordinates events that provide for education and discussion of relevant economic issues and developments for the business and industry community.

Develops and/or administers micro loans and grants that support business and industry; seeks new grant and loan programs; establishes procedures related to financial support programs.

In partnership with the local commercial real estate community, develops promotional literature, datasheets, inventories of available industrial land and buildings, and other data for dissemination to individuals interested in developing or relocating in the County.

Develops an advertising program with the purpose of promoting Sonoma County to companies interested in relocating to the County; contacts prospects and follows-up with written correspondence and specific research on items of interest to prospects.

Confers with company executives and representatives to present information that will influence their decision for location; shows interested individuals desirable locations within the County; provides assistance to interested individuals.

Acts as Secretary to, and attends all meetings of the Economic Development Board; prepares summary documents and year-end reports to the Board of Supervisors; and keeps accurate record of all funds entrusted to and expenditures by or for the Board and the Economic Development Department.

Determines departmental budget priorities; prepares and justifies program and budget recommendations to the Economic Development Board, the County Executive, and the Board of Supervisors; ensures that budget expenditures are properly controlled in order to continue with approved funding.

Appoints, manages, and oversees department staff; follows County best practices and employment processes; establishes and maintains employee performance standards ensures appropriate professional development and succession planning; takes actions to improve organizational structure and department efficiencies if needed.

Communicates with and speaks before civic, business and industrial groups and organizations; prepares articles for the press and other media regarding the functions and promotional activities of the Economic Development Board, coordinating with the County's communication team as needed.

Establishes and maintains effective communication and working relationships with the Board of

Supervisors, County Executive, other County department heads, subordinates, stakeholders, and key officials of state, federal, and local agencies.

Knowledge and Abilities

Considerable knowledge of: economic development principles and practices that promote economic wellbeing for businesses and the community; marketing and communications principles; community agencies and resources required to effectively assist interested businesses in starting up, expanding, locating or relocating within the County; program planning, evaluation and monitoring; research methodology and techniques, report writing, basic statistics and their application; data tools; principles of effective human resources management and supervisory techniques; principles of budget and fiscal management, and public funding.

Working knowledge of: real estate practices, land values and financing; land development and economic feasibility of development projects.

Ability to: learn and understand the Sonoma County General Plan and County and local government strategic priorities; direct research and data analysis for use by interested individuals currently located, or desiring to locate or relocate in the County; plan, organize, coordinate, supervise, and evaluate the work activities and performance of staff; identify priorities and goals, develop work plans and accountability measures to support objectives; develop and maintain effective relations and cooperation with the public, governmental agencies, private executives and representatives, departmental employees, and Board members; plan, administer and control the expenditures of funds allocated to the department; communicate clearly and to audiences of diverse backgrounds and interests, whether in oral or written form; understand and accept differences in human behavior, particularly those with diverse ethnic, cultural, and socio-economic backgrounds; exercise initiative and act with considerable independent judgment; effectively promote a program of economic development in the County; maintain effective media relations; direct or prepare comprehensive, clear written reports and oral presentations, including those containing alternative solutions and recommendations regarding specific resources, plans, and policies pertaining to economic development.

Minimum Qualifications

Education and Experience: Any combination of education, training, and experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, this would include graduation from an accredited college or university with a degree in business or public administration, economics, industrial development, urban planning, or a related field; three

years of professional level experience in economic development related work; and experience supervising staff.

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.