

Agreement for Personal Services
Executive Director, Community Development Commission

This Agreement (“Agreement”) is made this ____ day of April, 2023 by and between the Community Development Commission, a California public and corporate entity (hereinafter “Commission”) and Michelle Whitman (hereinafter called “Employee”).

Witnesseth:

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of Executive Director, Community Development Commission;

Whereas, Employee acknowledges that by accepting the position of Director of the Community Development Commission, she will be an at-will employee, of the Commission.

Now, Therefore, Be It Agreed by and between the parties as follows:

1. Term of Employment. County hereby employs Employee in the position of Executive Director, Community Development Commission, commencing on April ____, 2023, and continuing at the will of the parties until terminated as provided for herein.

2. Duties. Employee shall perform the duties of Director, Community Development Commission as set forth in the Commission job specification, attached hereto and incorporated herein as **Exhibit A**, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the Sonoma County Administrator on behalf of the Commission.

3. Compensation.

(a) Employee’s salary shall be initially set at the “A” step of the salary range as established by the Sonoma County Salary Resolution 95-0926 (“Salary Resolution”), and as amended or until superseded by further resolution(s) of the County of Sonoma Board of Supervisors.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, acting on behalf of the Commission, 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 of Sonoma department heads, including health and welfare benefits, as specified in the Salary Resolution. This currently includes, but is not limited to, a cash allowance of \$3.45 per pay status hour, excluding overtime, up to a maximum of 80 hours, a car allowance of \$215 per pay period as reimbursement for all private vehicle mileage on official Commission business.

4. Performance Review. The County Administrator, acting on behalf of the Commission, shall review Employee’s performance on an annual basis. If Employee receives an

overall satisfactory or better performance evaluation, Employee may be eligible to advance in the salary range.

5. 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. Employee expressly waives and disclaims any right to any pre-termination or post termination notice and hearing concerning any termination. After termination has been affected, Employee shall have no further rights under this Agreement, or to continued employment with the Commission or the County of Sonoma.

(a) Termination without cause:

Severance. Upon termination of Employee's employment without cause, 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 60 calendar days following the date of termination, 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 Commission's portion of the premium contribution shall continue to remain in effect for a period of 90 calendar days from the date of termination. Employee's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of Employee against the Commission and the County arising out of her employment. This clause in no way serves to change the at-will nature of Employee's employment.

(b) Termination with cause:

The Commission 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 affected, Employee shall have no further rights under this Agreement or to continued employment with the Commission and/or the County. Just cause shall be related to those matters that are of local concern to the Commission. Just cause includes, but is not limited to, those grounds set forth in the Sonoma County Civil Service Rules, Rule 10.3, and/or County of Sonoma and/or Commission Policies and Procedures, 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 the public or employees; mismanagement of County or Commission funds; conduct which brings discredit to the County or the Commission; 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 Commission 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 Commission or County property or in

vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while on duty (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 Commission or County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving on the job and/or in a County or Commission vehicle; unauthorized possession of weapons or explosives on County or Commission 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 or Commission property; and sexual harassment of or unlawful discrimination or retaliation against another employee, applicant for employment or third party.

(c) Statement of Reasons for Termination.

The Commission 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 Commission and the County may, in their sole discretion, publish their reasons for termination. Within 90 days following the announcement of termination, Employee may present a written response, 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 the Commission. The administrative leave will commence on the County Administrator's delivery to Employee of a written notice to that effect. Upon the delivery of the notice to Employee, 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. Commission and Employee agree that Commission 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 Commission. Commission 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 the job specification for the position of Community Development Commission Director, or in any other way interferes with the administration or operation of the Commission, that the Commission's duties to compensate Employee under the Agreement will be 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 of a written notice to that effect.

6. Resignation by Employee.

(a) Employee may terminate her employment at any time by delivering to the County Administrator her written resignation. In such situations, advance notice is requested. Such resignation shall be irrevocable, unless the County Administrator allows for rescission of the resignation any time prior to the effective date of the resignation. Upon approval of the County Administrator, 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 Administrator'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 the Commission in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the Commission. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Director of the Community Development Commission.

(c) Employee acknowledges, understands and warrants that Employee shall have no further right or claim to employment after this Agreement has been terminated by either party. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to otherwise grant Employee any right or claim to continued employment with the Commission or the County.

7. 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 the County Administrator.

8. 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 the Commission of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for Employee's termination with cause pursuant to this Agreement.

9. 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.

10. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the Commission and the County Administrator have 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 of calculating retirement benefits.

11. 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 her 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 and the Commission's policies on incompatible offices and conflicts of interest, and any other applicable 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 and/or the Commission's Conflict of Interest Code.

Attest:

County Administrator, on behalf of the
Sonoma County Community Development
Commission

Clerk of the Board

By _____
County Administrator

Employee:

Michelle Whitman

EXHIBIT A**EXECUTIVE DIRECTOR****SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION****Definition**

Under general policy direction, plans, organizes, and directs Sonoma County's affordable housing and community development programs, federal and state grant programs associated with housing and infrastructure, and all operations of the Sonoma County Community Development Commission, Housing Authority of the County of Sonoma, and the redevelopment Housing Successor and Successor Agency; provides and directs staff services to the Commissioners of the Sonoma County Community Development Commission, Sonoma County Housing Authority, and to their advisory committees; supervises subordinate management and support staff; and performs related duties as required.

Distinguishing Characteristics

This single position class is a department head, appointed by the County Administrator, with responsibility for the administration and delivery of multiple programs and functions through subordinate managers. Extensive initiative, independent judgment, and creativity are required in formulating plans and programs, directing effective and efficient operations, resolving difficult and complex problems, and modifying plans to meet unexpected situations. The Executive Director is in a position of trust and confidence and work is performed with a maximum amount of independent judgment and initiative within broad policy objectives established by the County Administrator and Sonoma County Community Development Commission.

This class is distinguished by its overall executive responsibility for all operations of the Sonoma County Community Development Commission and Sonoma County Housing Authority. The class does not have responsibilities or authority over community development programs associated with land use planning, building permits, and other programs that are overseen by Permit Sonoma.

This position is with the Sonoma County Community Development Commission, a separate entity from the County of Sonoma, and is not within the Sonoma County Civil Service System. The incumbent is appointed by the County Administrator and considered an "at will" employee.

Typical Duties

Duties may include but are not limited to the following:

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Directs the administration of the Sonoma County Community Development Commission and the Sonoma County Housing Authority through planning, organizing, and directing Sonoma County's affordable housing, housing assistance, neighborhood improvements, redevelopment housing successor and successor agency, and related community development programs.

Plans, organizes, directs, and evaluates the activities of subordinate staff; interviews, selects, and trains professional and management staff; assigns and reviews work; establishes performance standards; evaluates staff performance; trains and counsels employees; takes or approves disciplinary actions; negotiates and administers agreements with consultants and contractors; ensures compliance with mandatory trainings and fosters appropriate professional development for staff and succession planning; and assesses organizational structure and takes actions to improve organizational structure and department efficiencies as needed.

Plans and recommends program and policy direction for the Sonoma County Community Development Commission and Sonoma County Housing Authority; develops or directs the development of program policies; explains, advises, and recommends action on policy matters to the Commissioners of the Sonoma County Community Development Commission and the Sonoma County Housing Authority; advises the appropriate governing body of problems and potential problems and recommends the appropriate course of action.

Consults with and solicits the cooperation of community groups and government agencies in assessing, identifying, and analyzing affordable housing, neighborhood investment, redevelopment housing successor and successor agency, and community development needs and objectives in Sonoma County; develops responsive programs to meet those needs and objectives.

Develops agreements, methods, and procedures to implement, administer and evaluate the County's affordable housing, neighborhood investment, redevelopment housing successor and successor agency, and community development programs; oversees and directs program compliance reviews, Federal and State monitoring of funding sources; ensures accurate performance outcomes and program effectiveness; develops improvement plans and strategies to enhance service delivery; reviews projects and related records; and assures program continuity and compliance with established guides.

Advises the Community Development Commission, Sonoma County Housing Authority, and the County Administrator of any changes in state laws or regulations that will have an impact on the delivery of services including the provision of specific plans, costs, and recommendations needed to meet legal requirements.

Analyzes the impact of newly-enacted state and federal legislation on operations; addresses legislative and regulatory bodies to influence or persuade them to form supportive opinions or take actions related to advancing program goals; makes recommendations and decisions regarding the implementation of related changes; reviews economic trends and regulatory changes to determine the impact on operations; reviews and critiques codes and ordinances;

initiates studies of technical problems and recommends revisions.

Directs the preparation of an annual budget and the establishment and maintenance of accounting systems and procedures in order to effectively monitor income sources and loan portfolios, and to provide internal accounting controls; directs the monitoring of Federal and State grant funds; certifies the purchase of supplies, equipment, and services; makes recommendations regarding the purchase and sale of property; directs the development and implementation of systems to track and analyze performance measures; directs the preparation, review, and approval of fiscal, special and technical reports, justifications, and proposals.

Researches, identifies, develops, and negotiates public and private funding opportunities in support of existing programs, and to generate additional funding opportunities; submits grant applications for funding; and issues directives related to fund distribution, and policy and procedural constraints of grant requirements.

Coordinates program planning and day-to-day activities with County departments, participating planning jurisdictions, federal funding agencies, and community interest groups; stays informed on community, social, and political problems associated with housing and housing affordability, and their relevance to and impact upon programs; directs the development of a public relations program to inform the public about affordable housing, neighborhood improvements, redevelopment housing successor agency and successor agency and community development programs, goals, and objectives; provides consultation to individuals, citizen groups, business organizations, consultants and governmental agencies on all matters related to affordable housing, redevelopment, and community development projects.

Performs the statutory duties of Executive Director and Secretary of the Community Development Commission and Sonoma County Housing Authority; represents the Community Development Commission, Sonoma County Housing Authority at governmental hearings, various representative groups, in front of administrative bodies, and at public meetings.

Performs related duties as assigned.

Knowledge and Abilities

Considerable knowledge of: the current trends, theories, principles and practices related to housing, neighborhood investment, redevelopment housing successor and successor agency operations, and community development programs and related modern best practices in service delivery for these programs; administrative principles and practices, including goal setting, program development, implementation and evaluation, and the preparation of policies and procedures; principles and practices of employee supervision including selection, work planning, organization, performance review and evaluation, and employee training and discipline; federal and state legislation, funding sources, and regulations related to affordable housing, neighborhood improvements, redevelopment housing successor and successor agency, and

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community development programs; Housing Authority program functions and services; principles and practices of local government housing and community development administration; principles, practices, funding sources and administrative techniques for community services and low-income housing programs; principles and practices of project management and performance measurement; fiduciary responsibilities of a lender, grant proposal writing and grant funding processes; County government organization as it relates to affordable housing successor and successor agency functions, and the relationship with the organization and functions of federal, state and municipal governments.

Ability to: plan, organize, and direct Sonoma County’s affordable housing, neighborhood improvement, redevelopment housing successor and successor agency, and community development programs; identify community affordable housing neighborhood improvement, redevelopment successor and successor agency, and community development needs and objectives, and to formulate responsive plans to meet them; supervise, assign, direct and evaluate the work of personnel within the division; interpret federal, state and local rules and regulations governing the operation of county and community development programs; develop policies, agreements, methods, and procedures to implement, administer and evaluate housing and community development programs to establish accountability and to measure program effectiveness; direct the coordination of program planning and day-to-day operational activities of the Community Development Commission and the Sonoma County Housing Authority; assure financial solvency of affordable housing, redevelopment housing successor and successor agency, and community development programs; provide professional consultation and program leadership; provide clear and concise direction and supervision; effectively assemble, organize and present, in either written or oral form, the logical conclusions and make sound recommendations resulting from analysis of administrative, financial, factual or other information derived from a variety of sources; utilize sound judgment, tactfulness, persuasion and authority in the performance of duties; work under pressure, establish priorities and meet deadlines; establish and maintain effective work relationships with subordinates, County officials, representatives of other agencies, administrative personnel and the general public.

Minimum Qualifications

Education and Experience: Any combination of education, training, and experience that would provide for the knowledge and abilities listed above. Normally, this would include academic course work equivalent to a four-year degree from an accredited college or university with major work in urban studies, urban planning, public administration, public policy, business administration, economics, finance, or a closely related field, and five years of increasingly responsible management experience in a public agency engaged in housing rehabilitation, Public Housing Authority management, affordable housing policy/development, redevelopment, or community development. A Master’s degree is 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.