

Agreement for Personal Services
Executive Director of Economic Development Board

This Agreement is made this ____ day of _____, 2019 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Sheba Person-Whitley (hereinafter called "Employee").

Witnesseth:

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

Whereas, Employee acknowledges that by accepting the position of Executive Director of the Economic Development Board, 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 Economic Development Board for three (3) years, commencing on May 21, 2019, and ending on May 21, 2022, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of Executive Director of Economic Development Board 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 Board of Supervisors.

3. Compensation.

(a) Employee's salary shall be initially set at the "D" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors.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 Board 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**. The County will authorize the reimbursement after receiving three (3) estimates, of which it will reimburse the lowest estimated cost. If Employee

voluntarily leaves County employment before completing two (2) years of employment with the County under this Agreement Employee agrees to reimburse the County for moving expenses.

4. Performance review. The Board of Supervisors shall review Employee's performance on an annual basis. If the Board provides Employee with a satisfactory or better performance evaluation, 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 Board of Supervisors and may be terminated at the will of the Board of Supervisors 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 ninety (90) 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 Board of Supervisors 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 Chairperson of the Board of Supervisors 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 County. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. 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 Board of Supervisors 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 Board of Supervisors, 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 him 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 Board of Supervisors 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 Board of Supervisors may place Employee on administrative leave when, in the sole opinion of the Board of Supervisors, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the Board of Supervisor'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 Economic Development Board. 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 Economic Development Board Director, 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 Board of Supervisor'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 Board of Supervisors 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 Board of Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors 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 the Economic Development Board.

(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 _____
Chair, Board of Supervisors

Employee:

Sheba Person-Whitley

County of Sonoma
Unclassified

Exhibit A
Executive Director of Economic
Development Board

0741
Established 10/85

EXECUTIVE DIRECTOR of ECONOMIC DEVELOPMENT BOARD

Definition

Under general policy direction of the Board of Supervisors, plans, organizes and coordinates functional activities of the Economic Development Board; implements and coordinates the programs and activities of the Economic Development Board; and performs related duties as required.

Distinguishing Characteristics

The incumbent of this class serves as a department head for the Sonoma County Economic Development Department and is responsible for the effective and efficient management and administration of this department. Considerable independent judgement 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 within established policies and procedures set forth by the Board of Supervisors, the County Administrator and the Economic Development Board. This class is exempt from the Civil Service Ordinance of the County of Sonoma as stated in Section 5 of Ordinance No. 305-A as amended.

Typical Duties

Plans, organizes and directs the overall activities and programs associated with the Economic Development Board; develops and implements programs, policies and procedures for the department.

Compiles inventory of economic data on the County such as population growth, income levels, labor rates, taxes, transportation and other information relating to factors of business locations.

Evaluates and analyzes data with the assistance of community groups such as Chambers of Commerce, developers, governmental agencies and departments, and others for input in selecting specific types of industries to be pursued for location in the County.

Develops promotional literature, data sheets, 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 of space advertising or direct mail to interested companies in locating in the County; follow-up prospects 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.

Provides a continuing service to industries located in the County to help solve problems resulting from new location requirements or related problems; develops directories and publications to assist companies.

Arranges support services for all scheduled Board meetings and other meetings as required; may arrange for meeting places, the posting of appropriate legal notices.

Acts as Secretary to, and attends all meetings of the Economic Development Board; compiles accurate minutes of the Board meeting; 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 Administration, and the Board of Supervisors; ensures that budget expenditures are properly controlled in order to continue with approved funding.

Interviews, selects, trains, supervises, and evaluates staff allocated to the department. 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.

Knowledge and Ability

Considerable knowledge of real estate practice, land values and financing.

Considerable knowledge of land development and economic feasibility of development projects.

Working knowledge of effective journalistic techniques in developing and presenting promotional literature, data sheets, inventory sheets, publications and other literature.

Working knowledge of community agencies and resources required to effectively assist interested individuals in locating or relocating within the County.

Working knowledge of written and oral communications, including language mechanics, syntax and English composition.

Working knowledge of research methodology, report writing and basic statistics and their application.

Knowledge of the provisions of the Sonoma County General Plan.

Knowledge of the principles and techniques of mass communications, public speaking and journalism.

Knowledge of electronic data processing equipment and the application of such equipment to economic development matters.

Ability to research and analyze data for use by interested individuals currently located, or desiring to locate or relocate in the County.

Ability to plan, organize, coordinate supervise and evaluate the work activities and performance of staff.

Ability to develop and maintain effective relations and cooperation with the public, governmental agencies, private executives and representatives, and departmental employees and Board members.

Ability to plan, administer and control the expenditures of funds allocated to the department.

Ability to speak clearly and effectively before individuals, groups and organizations.

Ability to exercise initiative and act with considerable independent judgment.

Ability to effectively promote a program of economic development in the County.

Ability to effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans, and policies pertaining to economic development.

Ability to prepare written factual material and research analysis.

Minimum Qualifications

Education: Academic course work which directly relates to the knowledge and abilities listed. Normally, this course work would include industrial development, marketing, public relations, statistics, business administration, economics, and planning.

Experience: Any combination of education and/or training which would provide an opportunity to acquire the above knowledge and abilities. Normally, three years of experience in economic development related work 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.

B. Advancement of Vacation and Sick Leave Hours upon Hire

New hires, meeting the criteria as stated above and with the approval of the County Administrator or his/her designee may be granted up to two weeks of vacation and/or two weeks of sick leave for department heads or assistant department heads, 24 hours of vacation and/or 24 hours of sick leave for the balance of management/unrepresented employees upon employment. Upon receiving approval, departments must ensure that the agreed upon number of hours has been documented in the new hire's job offer letter and a copy is retained in the employee's personnel file.

Exhibit C

County of Sonoma Reimbursement of Relocation Expenses Agreement

This is an agreement between the County of Sonoma and Sheba Person-Whitley. 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.

Administrator/Designee Date County

Accepted by:

Name Date

cc: Department/CAO
Auditor-Controller
Employee Personnel File