

Agreement for Personal Services
Director of Community Development Commission

This Agreement is made this ____ day of September, 2019 by and between the Community Development Commission, a California public and corporate entity (hereinafter "Commission") and Geoffrey Ross (hereinafter called "Employee").

Witnesseth:

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

Whereas, Employee acknowledges that by accepting the position of Director of the Community Development Commission, he 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 Director of Community Development Commission for three (3) years, commencing on September 17, 2019, and ending on September 16, 2022, subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of Director of Community Development Commission as set forth in the Commission 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 Commission.

3. Compensation.

(a) Employee's salary shall be initially set at the "G" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors.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 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, as specified in the Salary Resolution.

4. Performance review. The Commission shall review Employee's performance on an annual basis. If the Commission 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. Commission 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 Commission and may be terminated at the will of the Board of Directors 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 Commission giving 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 60 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 Commission's portion of the premium contribution shall continue to remain in effect for a period of 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 Commission arising out of his 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 Director of the Commission 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. Just cause shall be related to and limited to those matters of local concern to the Commission. 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 Commission funds; conduct which brings discredit to 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 Commission 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 Commission property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in Commission 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 Commission vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a Commission vehicle; unauthorized possession of weapons or explosives on 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 Commission 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 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, in its sole discretion, may publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Commission. A copy of the statement shall be made for Employee and kept for him in the office of the Commission. Within 90 days following the announcement of termination, Employee may present a written response to the Commission 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 Directors may place Employee on administrative leave when, in the sole opinion of the Board of Directors, Employee's temporary removal from office would be in the best interests of Commission. The administrative leave will commence on the Commission'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. 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 Community Development 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 job specification for the

position of Community Development Commission Director, or in any other way interferes with the administration or operation of the Department, that Commission'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 Commission'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 Commission his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than 60 calendar days following delivery, unless waived by the Commission. With the approval of the Board of Directors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Directors 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 Commission'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 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 Commission in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the Department. 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 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 Commission.

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 Commission.

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 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.

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 Commission 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 he 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 Commission, disclosing Employee's financial interests, as required by the Conflict of Interest Code.

Attest:

Sonoma County Community Development
Commission

Clerk of the Board of Directors

By _____
Chair, Board of Directors

Employee:

Geoffrey Ross

County of Sonoma: 9101
Cat. 1 no. II Established 03/80
Revised 08/08

**Executive Director
Sonoma County Community Development Commission**

Definition:

Under administrative direction, plans, organizes, directs, and coordinates Sonoma County's affordable housing, homelessness, redevelopment and community development programs, and all operations of the Sonoma County Community Development Commission, Housing Authority, and Redevelopment Agency; serves as Executive Director of the Sonoma County Community Development Commission, Sonoma County Housing Authority, and Sonoma County Redevelopment Agency; provides and directs staff services to the Commissioners of the Sonoma County Community Development Commission, Housing Authority and Redevelopment Agency, and to their advisory committees; supervises subordinate staff; and performs related duties as required.

Distinguishing Characteristics:

This is a single-position class that reports to the Commissioners of the Sonoma County Community Development Commission, Housing Authority, and Community Redevelopment Agency. This class is characterized by the responsibility for administering 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. Control over work performed is manifested in general plans, broad policy or budgetary limitations.

This class is distinguished from the Redevelopment Manager, Community Development Manager, and Leased Housing Manager by having overall executive responsibility for all operations of the Sonoma County Community Development Commission, Housing Authority, and Community Redevelopment Agency.

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.

Typical Duties:

Duties may include but are not limited to the following:

Directs the administration of the Sonoma County Community Development Commission, Housing Authority and Redevelopment Agency to include planning, organizing, and directing

Sonoma County's affordable housing, housing assistance, homelessness, redevelopment and 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.

Plans and recommends program and policy direction for the Sonoma County Community Development Commission, Housing Authority and Community Redevelopment Agency; 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, Housing Authority, and Community Redevelopment Agency; advises the appropriate governing body of problems and potential problems and recommends appropriate course of action.

Consults with and solicits the cooperation of community groups and government agencies in assessing, identifying and analyzing affordable housing, homelessness, 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, homelessness, redevelopment and community development programs; oversees and directs program compliance reviews and analyzes performance outcome measures to measure program effectiveness; develops process improvement plans and strategies to enhance service delivery; reviews projects and related records in order to assess the progress of projects and to assure program continuity and compliance with established guides.

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.

Prepares and administers an annual budget; establishes, revises and maintains accounting systems and procedures in order to effectively monitor income sources and loan portfolios, and to provide internal accounting controls; certifies the purchase of supplies, equipment and services; makes recommendations regarding the purchase and sale of property; develops and implements management information systems in order 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 order to support existing programs and generate additional funding opportunities to expand or create new programs and opportunities; submits grant applications for

funding; 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, and their relevance to and impact upon programs; directs the development of a public relations program to inform the public about affordable housing, homelessness, redevelopment 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, homelessness assistance, redevelopment, and community development projects.

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

Performs related duties as assigned.

Knowledges and Abilities:

Considerable knowledge of: the current trends, theories, principles, and practices related to housing, homelessness, redevelopment, and community development 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 related to affordable housing, homelessness, redevelopment and community development programs; Housing program functions and services; principles and practices of local government redevelopment, 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, best practices for effective grant proposal writing, obtaining and administering grants, and grant-funding processes; County government organization as it relates to affordable housing and redevelopment 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, homelessness, redevelopment and community development programs; identify community affordable housing, homelessness, redevelopment 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; coordinate program planning and day-to-day operational activities of the Community Development Commission, Housing Authority and Redevelopment Agency; assure financial solvency of affordable housing, redevelopment and community development programs; provide professional consultation and program leadership; prepare clear and concise records and reports; Effectively assemble, organize and present, in either written or oral form, the logical conclusions and 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: Any combination of educational course work and training, which would provide for the knowledge and abilities listed above. Normally, 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, will provide this opportunity. A Master's Degree is desirable.

Experience Any combination of experience and training which would provide the opportunity to acquire the knowledges and abilities listed above. Normally, five years of full-time public administration/management experience supervising professional staff engaged in housing rehabilitation, affordable housing policy/development and redevelopment or community development, including specific experience in financial, budget, program and organizational administration, analysis and planning, or will provide this 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.