

## Second Amendment to Agreement for Personal Services

### Director of Health Services and Temporary Executive Director of the Community Development Commission

This Second Amendment to the Agreement for Personal Services by and between, the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and Barbie Robinson (hereinafter called "Employee") is entered into this \_\_\_\_ day of January, 2020. County and Employee shall collectively be referred to as the "Parties."

#### Recitals

Whereas, County and Employee entered into a Personal Services Agreement (the "Agreement") for the position of Director of Health Services of the County of Sonoma dated February 7, 2017 for a three year term through February 7, 2020; and

Whereas, on March 12, 2019, the Parties entered into a First Amendment to the Agreement to extend Employee's term an additional three (3) years ending on February 4, 2023;

Whereas, there is an immediate and critical need for an experienced leader to take on additional responsibilities as the Director of the Community Development Commission ("CDC") for the CDC due to the recent resignation of the Executive Director;

Whereas, the County Health Department and CDC both play a critical role in seeking solutions for addressing housing and homelessness;

Whereas, the County of Sonoma is in a unique position to provide assistance to the CDC;

Whereas, under and through Employee's agreement with the County, having CDC appoint Employee to the position of Executive Director of the CDC pending future action by the board will provide needed leadership for the organization;

Whereas, in exchange for a temporary increase of 8% to Employee's current base salary (the "I" step of the Director of Health Services salary range), Employee has agreed to take on the additional interim leadership responsibility as Executive Director of the CDC in addition to her duties as Director of Health Services on a temporary basis for (6) months from January 14, 2020 through July 13, 2020;

Now, therefore, for good and valuable consideration, the Parties hereby agree as follows:

#### Agreement

1. Section 2, "Duties," of the Agreement, is hereby amended as follows:

"Employee shall perform the duties of Director of Health Services as set forth in the County job specifications, 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. Additionally, during the period of January 14, 2020 through July 13, 2020, or as otherwise extended in writing by mutual agreement of County and Employee,

Employee's duties shall also include acting as Executive Director of the Community Development Commission ("CDC") as set forth in the job specifications, attached hereto as **Exhibit B**, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the County Board of Supervisors."

2. Section 3., "Compensation," of the Agreement and First Amendment to Agreement, at subsection (a) shall be amended as follows:

"(a) The Employee's salary shall be at the "I" step rate of the salary range for the position of Director of Health Services as established by the Sonoma County Salary Resolution 95-0926. Additionally, for the period commencing on January 14, 2020, through July 13, 2020, or as otherwise extended in writing by agreement of County and Employee, during the time that is also concurrently acting as Executive Director of the CDC, Employee shall receive an additional 8% of base salary. Employee shall not be entitled to any additional salary directly from the CDC or from County based on monies paid by CDC to County, if any, for performance of this work through the temporary appointment. Any provision of the Salary Resolution regarding merit increases or step advances are not applicable or made a part of this agreement. Employee may advance in the salary range if the Board of Supervisors determines that Employee is eligible or advancement based upon annual performance evaluations."

3. Exhibit B, Job Specifications for "Executive Director, Sonoma County Community Development Commission, is hereby added as attached.

4. Except as set forth in Paragraphs 1, 2 and 3 above, all other provisions in the Agreement shall remain in full force and effect.

Attest:

County of Sonoma

\_\_\_\_\_  
Clerk of the Board

By \_\_\_\_\_  
Susan Gorin,  
Chair, Board of Supervisors

Employee

\_\_\_\_\_  
Barbie Robinson