

EMPLOYMENT AGREEMENT
Between
CITY OF ROHNERT PARK AND ALICIA GIUDICE

This Employment Agreement (“Agreement”) is made and entered into by and between the CITY OF ROHNERT PARK (“City”) and Alicia Giudice (“Employee”), (collectively the “Parties”) on the following terms and conditions:

RECITALS

WHEREAS, the City desires to employ the services of a Director of Development Services in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement;

WHEREAS, Employee desires to accept at-will employment as the Director of Development Services of the City of Rohnert Park in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement;

WHEREAS, Employee has the necessary education, experience, skills and expertise to serve as the Director of Development Services; and

WHEREAS, the City Manager, as appointing power, and Employee desire to agree in writing to the terms and conditions of Employee’s employment;

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. POSITION AND DUTIES.

(a) **Position.** Employee accepts employment with the City as Director of Development Services of the City of Rohnert Park and shall perform all the functions, duties, and services set forth in Section 1(c) of this Agreement.

(b) **Period of Employment/Commencement Date.** This Agreement commences and is effective on December 11, 2023 (“Commencement Date”) after being approved by the City Council, and after being executed both by Employee and the City Manager.

(c) Duties.

- i. Employee shall serve as the Director of Development Services and perform the duties set forth in the City of Rohnert Park Job Description for the Director of Development Services attached hereto and incorporated herein by reference as Attachment “A”, and to perform other legally permissible and proper duties and functions as City Manager may from time-to-time assign.
- ii. As the Director of Development Services, Employee shall: (a) keep the City Manager fully apprised of all significant ongoing operations of the Development Services Department; (b) report directly to the City Manager; and (c) periodically, or as may be

otherwise specifically requested by the City Manager or City Council, provide status reports to the City Council on her activities and those of the Development Services Department.

- iii. Employee agrees to exercise all Director of Development Services powers and perform all Director of Development Services duties set forth in the City of Rohnert Park Municipal Code, including subsequent amendments, in accordance with all applicable federal, State, and local laws.
- iv. Without additional compensation, Employee shall provide such other services as are customary and appropriate to the position of Director of Development Services, together with such additional services consistent with California and federal law, the Development Services Department and City's rules, policies, regulations, procedures, ordinances, resolutions, and Municipal Code, that are assigned from time to time by the City Manager.
- v. Employee will devote her best efforts and full-time attention to the performance of these duties and shall perform the duties of the Director of Development Services position to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by City.
- vi. Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

(d). **At will.** Employee acknowledges that she is an "at will" employee of the City who serves at the pleasure of the City Manager at all times during the period of her employment and that her employment may be terminated at any time for any or no reason with or without cause as provided in Section 5 [Termination] of this Agreement. Nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Manager to terminate Employee as Director of Development Services with or without cause at any time. There is no express or implied promise made to Employee for any form of continued employment. The terms of the City's personnel rules, policies, regulations, procedures, ordinances, resolutions, or Municipal Code as they may be amended or supplemented from time to time, shall not apply to Employee to the extent they conflict with this at-will status.

(e) **No Property Right.** Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment, or any due process

right to a hearing or other administrative process before or after a decision by the City to discipline or terminate Employee's employment.

Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Employee as provided in Section 5 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from employment with City, subject only to the provisions set forth in Section 5(c) [Termination] of this Agreement.

2. HOURS OF WORK.

Employee shall devote the time necessary to adequately perform the duties as Director of Development Services as provided herein. Employee is expected to work customary business hours and to engage in those hours of work that are necessary to fulfill the obligations of the Director of Development Services position. Employee shall be required to have an onsite presence as the City's Development Services Department and/or City Hall during her work schedule assigned by the City Manager to provide adequate availability to the City Council, City Manager, City staff, Development Services Department, and members of the community during regular City business hours and for the performance of her duties and of City business. The position of Director of Development Services shall be deemed an exempt position under state and federal wage and hour laws. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked and Employee shall not be entitled to any compensation for overtime.

3. COMPENSATION AND BENEFITS.

(a) Base Salary.

- i. City agrees to pay Employee for her services rendered pursuant hereto as Director of Development Services a gross monthly salary of sixteen thousand nine hundred twelve dollars (\$16,912), Step 5 of the Salary Range 74M, payable in installments in accordance with the City's established payroll procedures and subject to all applicable payroll taxes and withholdings.
- ii. Effective the first day of the pay period that includes July 1, 2024, Employee shall receive a three percent (3%) increase to her base salary. Any other adjustments to Employee's base salary or compensation will be obtained through negotiation with the City Manager. The City Manager shall have sole discretion in determining the amount and timing of any increases to Employee's base salary, including, but not limited to, whether and to what extent such increases will be retroactive in effect.

(b) Evaluation. The City Manager will review and evaluate the performance of Employee as Director of Development Services approximately annually, and provide a written

evaluation. Such evaluations will become a part of Employee's personnel file. The purpose of the review shall be to provide Employee with feedback on her performance, desired areas of improvement, and progress in meeting, achieving, or exceeding City Council and City Manager defined goals, objectives, priorities, activities, and programs. Periodically, Employee shall meet with the City Manager to establish goals for the following year. Failure by the City Manager to provide a timely or any performance evaluation shall not limit the City Manager's ability to terminate this Agreement pursuant to Section 5 [Termination].

(c) Benefits.

i. Application of Management Outline. Employee shall be entitled to the benefits, rights, and privileges set forth in the Outline of Certain Conditions of Employment, Fringe Benefits, and Salary for the Management Unit effective June 8, 2021, and as may be amended from time to time, ("Management Outline") apart from Section 10 ["Grievance Policy and Procedure"] of the Management Outline and the City's Personnel Rules & Regulations incorporated therein by reference, which shall not apply to Employee. To the extent there is any conflict between this Agreement and any City policy, rule, procedure, ordinance, resolution or Municipal Code fixing compensation and benefits for the Management Unit or other City employee, the terms of this Agreement shall control.

ii. Application of City Manager's Administrative Policy No. 1: Personnel Rules and Regulations. Employee shall be exempt from all provisions of the City Manager's Administrative Policy No. 1: Personnel Rules and Regulations, June 13, 2023 apart from Section 3 "Benefits" and Section 6 "Incompatible Activity/Conflicts of Interest," and Glossary – Definition of Terms, as these Sections may be amended from time to time.

iii. Annual Leave Program. The terms and conditions of Employee's eligibility for use of Annual Leave shall be subject to the Management Outline to the extent such does not conflict with this Agreement. Subject to these terms and conditions, Employee shall be entitled to eighty (80) hours of Annual Leave on the Commencement Date of this Agreement. In addition to this eighty (80) hours of Annual Leave, Employee shall also be eligible to accrue at the "3 to 5 years of service" rate of accrual.

(d) Retirement.

Retirement Benefit Formula. Employee shall be enrolled in the California Public Employees' Retirement System ("CalPERS") in accordance with the City's Miscellaneous Plan in the two percent (2.0 %) at age sixty-two (62) Retirement Benefit Formula as set forth in Section 5.17 ["Retirement Programs"] of the Management Outline.

(e) Regional and Professional Activity. City desires Employee to be reasonably active in national, statewide, regional and professional organizations that will contribute to the Director of Development Services professional development and standing and that will contribute to the advancement of City's interests and standing. Toward that end, Employee

may, upon advance written approval from the City Manager and adequate budgeted funds therefor, undertake such activities as are directly related to her professional development and that advance the interests and standing of City. If available and budgeted, City will provide up to three thousand dollars (\$3,000) per fiscal year for Employee's professional development expenses. These activities may include, without limitation, participation in the American Planning Association or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect her employment as the Director of Development Services or the performance of her duties as provided herein. City agrees to reimburse, as provided in Section 3(f) [Reimbursement] of the Agreement, Employee's reasonable and necessary travel, business and subsistence expenses for the activities described herein.

(f) Reimbursement. City shall reimburse Employee for reasonable and necessary travel, subsistence and other business expenses incurred by Employee with advance written approval of the City Manager, in the performance of her duties. All reimbursements shall be subject to and in accordance with California and federal law and City's policies and procedures regarding reimbursement, including the need for advance written approval of the City Manager.

4. SEVERANCE BENEFITS.

Should Employee be terminated without cause, City will pay Employee severance in a lump sum amount equal to four (4) months of Employee's base monthly salary at the time of termination. In the event Employee is terminated for cause, Employee shall NOT be entitled to any severance benefits.

5. TERMINATION.

(a) City may terminate Employee at any time, with or without cause. Employee understands and agrees that Employee has no constitutionally protected property or other interest in Employee's continued employment as the Director of Development Services. The City's right to terminate Employee shall not be subject to or in any way limited by any City personnel rules, policies, regulations, ordinances, resolutions of Municipal Code or past City practices relating to the employment, discipline, or termination of its employees. Employee expressly waives any rights provided for the Director of Development Services or City employees under the City personnel rules, policies, regulations, ordinances, resolutions, Municipal Code or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

(b) Employee may be terminated for cause including, without limitation, the following: (1) the breach of the duties that Employee is required to perform under the terms of this Agreement; (2) engaging in any incompatible activity or prohibited conflict-of-interest; (3) dishonesty; (4) unauthorized absences; (5) engaging in prohibited discrimination, harassment, or retaliation; (6) conduct unbecoming or disreputable; (7) conviction of any felony; (8) conviction of any crime involving moral turpitude; (9) removal from office by the Grand Jury, (10) mishandling of public funds, or (11) a violation of City policies, rules, procedures,

ordinances, or resolutions, which may be amended from time to time. Under such circumstances, Employee will be separated from service and acquire only such benefits which otherwise are vested in Employee and will NOT receive a severance as otherwise contemplated by this Agreement.

- i. "Termination for cause" shall be based on demonstrable, or otherwise reasonably proven or admitted conduct. The City Manager shall have sole discretion in determining whether any of the above violations have occurred. If Employee is terminated for cause, she shall not be entitled to any appeal rights, severance, or benefit other than what is required by law.
- ii. "Conviction" includes entry of a plea of nolo contendere or a plea bargain.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as City's Director of Development Services. Employee may terminate this Agreement by giving the City a minimum of thirty (30) days written notice of her intention to resign. In that event, Employee will NOT receive a severance as otherwise contemplated by this Agreement. The City will have the option in its complete discretion, to make Employee's separation effective at a time prior to the end of such notice period, provided City pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary and group insurance benefits Employee would have earned through the balance of the notice period.

(d) If, as the result of long-term or permanent disability, sickness, accident, injury, mental incapacity or other personal health-related reason, Employee is unable to perform her essential duties, with or without reasonable accommodation, after exhaustion of available authorized paid or unpaid leave, City will have the option to terminate Employee's employment and this Agreement, subject to the severance payment requirements of this Agreement. In exercising this option, the City will comply with its obligations under applicable state and federal disability and public retirement laws.

(e) This Agreement will immediately terminate upon the death of Employee and all accrued salary and benefits will be paid to Employee's estate or designated beneficiaries as required by law. No severance payment will be made in the event of Employee's death.

(f) Employee agrees that all City property including, without limitation, devices, equipment, documents, and computer-generated materials furnished to or prepared by Employee incident to Employee's employment are the property of City and must be immediately returned to City upon termination of Employee's employment. Employee's obligations under this subsection survive the termination of Employee's employment and the termination of this Agreement.

(g) All benefits received by Employee under this Agreement will immediately cease upon Employee's termination, unless expressly continued under this Agreement or unless otherwise required by law.

6. INDEMNIFICATION.

In accordance with the terms, conditions, and limitations of the Government claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Development Services. Employee agrees to cooperate with the City to the best of her ability in defending against any such claims or legal actions. The City will have sole discretion to determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. The terms of this provision shall extend beyond termination of Employee's employment and the expiration of this Agreement.

7. CONFLICT OF INTEREST PROHIBITION.

Employee represents and warrants to City that, to the best of her knowledge, she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with the performance of her duties under this Agreement. During the term of this Agreement, Employee agrees to comply with Section 6 of the Personnel Rules, any pertinent conflict of interest provisions in the City Municipal Code, and any applicable laws including, but not limited to, Government Code Sections 87100 et seq., 1090, and 1125.

8. ABUSE OF OFFICE OR POSITION.

Government Code Sections 53243 - 53244 require that certain contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her office or position to provide reimbursement to the local agency for the certain forms of payment, including but not limited to the following: (i) criminal defense costs; (ii) cash settlement payments; and (iii) any non-contractual settlement payments. Accordingly, City and Employee agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

Section 53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

Section 53243.4. "Abuse of office or position" defined.

If Employee is convicted of a crime involving an abuse of her office or position, as defined in Government Code section 53243.4, the following restrictions will apply: (i) any paid leave given to Employee pending an investigation shall be fully reimbursed to City, (ii) any funds expended by City for the legal criminal defense of Employee shall be fully reimbursed to City, (iii) any cash settlement paid to Employee shall be fully reimbursed. Upon conviction of a covered felony under Government Code sections 7522.72 or 7522.74, Employee may forfeit the benefits in accordance with those sections.

9. CONFIDENTIAL INFORMATION.

"Confidential Information" is all non-public information pertaining to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of City in the course of his/her employment or otherwise produced or acquired by or on behalf of City. Confidential Information shall include, without limitation, proprietary information such as trade secrets, confidential financial data and formulae, attorney client-privileged information, confidential licensing information, software and other computer programs, copyrightable material, and other information exempt from production under the California Public Records Act and/or the Freedom of Information Act. During her employment by City, Employee shall disclose Confidential Information only for the benefit of City and as may be necessary to perform her job responsibilities under this Agreement. Following termination, Employee shall not disclose any Confidential Information, except with the express written consent of City. Employee's obligations under this Section shall survive the termination of her employment and the expiration of this Agreement. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, or other conduct that Employee has reason to believe is unlawful.

10. OTHER TERMS AND CONDITION OF EMPLOYMENT.

The City Manager may fix any other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

11. NOTICES.

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY: City Manager
 City of Rohnert Park
 130 Avram Avenue
 Rohnert Park, CA 94928

TO EMPLOYEE: Alicia Giudice
 [Address on File in Personnel File]

Employee agrees to promptly notify the City of any change to her address or contact information.

12. ATTORNEY'S FEES.

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

13. ENTIRE AGREEMENT.

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. This Agreement cannot be modified except by written mutual agreement signed by both parties and approved by the City Council. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Employee, and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14. ASSIGNMENT.

This Agreement is not assignable by either City or Employee.

15. SEVERABILITY.

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

16. PROVISIONS THAT SURVIVE TERMINATION.

Section 6 [Indemnification], Section 8 [Abuse of Office or Position], and Section 9 [Confidential Information] of this Agreement are intended by their terms to survive the termination of Employee's employment with the City. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

17. JURISDICTION AND VENUE.

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Sonoma County, California.

18. NO WAIVER OF DEFAULT.

The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.


19. ACKNOWLEDGMENT.

Employee acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the City has caused the Agreement to be signed and executed on its behalf by its City Manager. It has also been executed by Employee.

CITY OF ROHNERT PARK
By: 
Marcela Piedra
City Manager

Per Resolution No. 2023-~~58~~⁵⁹ adopted by the Rohnert Park City Council on November 28, 2023

By: 
Sylvia Lopez
City Clerk

EMPLOYEE
DocuSigned by:
By: 
Alicia Giudice
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APPROVED AS TO FORM:
By: 
Michelle Marchetta Kenyon
City Attorney

EXHIBIT A

DIRECTOR OF DEVELOPMENT SERVICES

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Development Services Department, including development engineering, planning, building and safety, housing, and code compliance; directs and administers the planning and building operations and activities of the City, which include current, advance, and environmental planning, building plan check, permitting, inspection, administration of complex cost recovery systems and special tax districts, and historic preservation activities; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Development Services Department, including short- and long-term planning, development and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Development Services Department programs, services, and activities, including current, advance, and environmental planning, development engineering, cost recovery systems and special tax districts, building plan check, permitting, inspection, historic preservation, and code compliance activities.
- May perform the legal functions and responsibilities of the City Engineer as outlined in the City's municipal code.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's annual budget; numerous special revenue funds, including special tax districts; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.
- Participates in the development of and provides high level oversight of the City's housing programs.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Meets with developers, engineers, property owners, contractors, and other agencies to discuss merits and concerns of development proposals; provides various parties with guidance on how to proceed; oversees negotiations and agreements regarding environment-related issues, rights-of-way, and open space easements, and financial participation; discusses status of development projects with applicants.
- Directs, coordinates and reviews amendments to the General Plan; provides general plan and code interpretation as needed; provides analysis, recommendations, and implementation of policies and procedures; develops and presents recommendations on a variety of permits, maps, ordinances, zone changes and applications.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies and procedures as appropriate.

- Participates in and makes presentations to the City Council, Planning Commission, Design Review Board, and a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of community development and other services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other related duties as assigned.

In performing the duties described above, the incumbent is expected to:

- Provide outstanding and friendly customer service.
- Create and maintain a respectful and collaborative working environment.
- Communicate honestly and behave in a manner that is ethical, legal and fiscally responsible.
- Demonstrate care for the organization, customers, and coworkers.
- Perform work of the highest quality possible.
- Practice and encourage initiative and innovation to improve the workplace.

QUALIFICATIONS

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Theories, principles, and contents of General Plan, land use, zoning, subdivision, and urban planning regulations, natural resource protection, and environmental laws.
- Principles and techniques of conducting site planning, architectural review, subdivision design, land use, and other analytical studies, evaluating alternatives, and making sound recommendations.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Technical, legal, financial, and public relations problems associated with the management of Development Services programs.

- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs to conduct, compile, and/or generate documentation.

Ability to:

- Provide administrative and professional leadership and direction for the department and the City.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Provide administrative, management, and professional leadership for Development Services programs.
- Provide administrative and professional leadership and direction for the division and the City.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of community development programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.

- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university in community development, urban planning, civil engineering, or a related field and five (5) years of administrative experience in community development, engineering, or urban planning, including three (3) years at a management level. A master's degree in business or public administration or a related field is preferred.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment and a satisfactory driving record.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City development sites, to operate a motor vehicle, and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 10 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

FLSA Status: Exempt
Employee Unit: N/A- At Will Employment via Employment Contract
Approved By: City Manager
Date Approved: August 17, 2023