

EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

1. **Parties.** Effective January 1, 2019, this Agreement is made by and between the Housing Authority of the County of Contra Costa (“Authority”) and Joseph E. Villarreal (hereafter “Employee”), and supersedes any prior contracts or agreements.
2. **Term.** Authority hereby employs Employee as the Executive Director of the Housing Authority of the County of Contra Costa for a term beginning January 1, 2019, through December 31, 2023, (“Ending Date”) unless this Agreement is sooner terminated as provided herein. If this Agreement is not terminated or renewed prior to the Ending Date, it will automatically continue on the same terms and conditions for successive two year periods until terminated or amended by the Board of Commissioners
3. **Status of Employee.** Employee is an “at will” employee of the Authority. Employee agrees to remain in the exclusive employ of the Authority during the term of this Agreement.
4. **Duties.** Subject to the oversight of the Authority’s Board of Commissioners, Employee will perform those duties assigned by the Board of Commissioners, including but not limited to those duties specified in the job description for the Executive Director. Employee will perform these duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and will comply with all applicable rules and regulations established by HUD, State law, and the Board of Commissioners.
5. **Conflict of Interest Prohibited.** Employee will not engage in any activity that would be a violation of the Political Reform Act (Government Code §§81000 et seq.), Government Code §1090, Health and Safety Code §34281, or which may create an incompatibility of office under California Law. Employee will comply with all disclosure requirements.
6. **Compensation.**
 - a. Base Salary and Cost of Living Adjustments. Commencing with the pay period beginning January 1, 2019, Authority will pay Employee an annual base salary of \$173,484, paid monthly, at the same time Authority pays its other employees, subject to the withholding of state and federal income tax, Social Security, state disability and such federal, state and local taxes and other deductions and withholding as may be legally required. Employee will receive the same percentage cost of living adjustments, if any, to his salary as those the Authority provides for its other employees.
 - b. Pay for Performance. In its sole discretion, the Board of Commissioners may make one or more performance adjustments in increments of (5%) of base pay, in accordance with the salary schedule adopted on March 12, 2019, based upon over-all performance. Such adjustment may be made only after an evaluation under Section 8 of this agreement.

7. **Benefits.**

- a. General. Employee shall receive such employee benefits as are provided to Housing Authority employees in accordance with established Authority policies, as they may be modified from time to time. Benefits provided by the Authority under its existing policies include regular holidays, annual leave, sick leave, personal holiday leave, management leave, health insurance, dental insurance life insurance, disability, retirement benefits, and other employment benefits. Employee may use and accrue leave time in accordance with the Authority's policies, as may be modified from time to time. Employee is entitled to participate in any other plans offered by the Authority, such as deferred compensation or retirement plans, health, life, or other insurance plans to the extent allowed by the Authority's plans and policies.
- b. Executive Automobile Allowance. Employee shall be entitled to a monthly automobile allowance of \$600 per month which includes in-county mileage. Out-of-county mileage will be reimbursed at Authority-approved rates.

8. **Evaluation.** Each year, commencing January 1, 2019, and more frequently if desired by the Authority's Board of Commissioners, Employee and the Board of Commissioners will meet to evaluate Employee's performance and to set goals and objectives for Employee's performance.

9. **Expense Reimbursement and Training Costs.** Authority will reimburse Employee for actual and necessary expenses incurred in the performance of Employee's obligations under this Agreement, so long as such reimbursement is authorized pursuant to a policy approved by the Board of Commissioners. In addition to the general duties of Executive Director, Employee may participate in professional activities (e.g., conferences, seminars, professional training, panels and membership in relevant organizations, etc.), which are relevant to the overall operations of the Authority. All expenses incurred in connection with such professional activities will be paid in accordance with the policies adopted by the Authority, as they may be modified from time to time.

10. **Termination.** Any of the following will terminate this Agreement, including the employment of Employee by Authority:

- a. Employee's resignation;
- b. Authority's termination of Employee's employment in accordance with Section 11, subsections (b) or (c) below;
- c. The parties' mutual written consent to terminate this Agreement;
- d. Dissolution of the Authority;
- e. Death, retirement or permanent disability of Employee when such disability prevents Employee from performing the essential functions of his job.

11. **Resignation by Employee and Termination by Authority.**

- a. Employee may resign his employment at any time upon sixty (60) days advance written notice of the effective date of his resignation to the Authority
- b. At its discretion, Authority may terminate Employee's employment at any time upon sixty (60) days advance written notice to Employee, or immediately upon mutual consent of the Authority and Employee.

- c. Notwithstanding subsection (b), Authority may immediately terminate this Agreement at any time for cause, if Employee commits any act of gross insubordination, dishonesty, fraud, misrepresentation, embezzlement, bribery or perjury; or violates conflict of interest laws; or is convicted of a felony, or of a crime involving the abuse of his Executive Director position as defined in Government Code section 53234.4. In the event of termination for cause, Employee will not be entitled to any severance pay or any payment for severance health benefits. In such event, Authority's total liability to Employee will be limited to payment of Employee's compensation through the effective date of termination, together with cash reimbursement for any compensable leave accrual balances.
- d. If this Agreement is terminated and Employee is subsequently convicted of a crime involving the abuse of his Executive Director position as defined in Government Code section 53243.4, Employee must reimburse Authority for any cash settlement that he received related to the termination of this Agreement, including severance pay.

12. **Severance Pay and Release of Claims.** In the event this Agreement is terminated by Authority pursuant to Section 11(b) above, without cause ("cause" is defined in Section 11(c) above), before the completion of the term of this Agreement, Authority agrees to pay Employee the following liquidated damages and medical benefit payments in equal, consecutive monthly installments commencing on the date of termination. Such payment of liquidated damages and medical benefit payments will be subject to such withholding of income tax, Social Security, and other federal state and local taxes and deductions and contributions as may be legally required. On behalf of himself, his heirs, and representatives, Employee agrees to accept said liquidated damages and medical benefit payments in full and complete settlement and release of any claims Employee has or may have against Authority, Contra Costa County, or their respective members, officers and employees arising from or in any way connected with his employment by the Authority, this Agreement, or the termination of this Agreement.

- a. Authority will pay Employee as liquidated damages in accordance with Government Code section 53260, in installments as specified above, a cash payment equal to Employee's monthly salary multiplied by six months or by the number of months left on the unexpired term of the Agreement, whichever is less.
- b. In addition, Authority will pay, in accordance with Government Code section 53261, for Employee's purchase of health benefits, the monthly monetary allotment for the cost of those benefits for the same number of months Employee receives cash payments, or until Employee finds other employment, whichever occurs first, Payments for health benefits will not exceed Employee's monthly medical and dental insurance premiums at the time of termination.

13. **Administrative Leave.** At its option, Authority may place Employee on administrative leave with pay. If Employee is placed on paid administrative leave pending an investigation and Employee is subsequently convicted of a crime involving the abuse of his Executive Director position as defined in Government Code section 53243.4, Employee must reimburse Authority for any salary provided during the investigation.

14. **Amendment.** Except as otherwise expressly provided herein, this Agreement may be amended only by a written document executed by both parties hereto.

15. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties except as expressly provided herein, no other understanding, oral or otherwise,

regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

- 16. **No Assignment.** Neither party may assign or transfer any rights granted or obligations assumed under this Agreement.
- 17. **Choice of Law.** This Agreement is made in Contra Costa County and will be governed and construed in accordance with the laws of the State of California. Any action relating to this contract shall be instituted and prosecuted in the courts of the State of California for the County of Contra Costa.
- 18. **Notice.** Any notice required by this Agreement to be given by one party to the other will be sufficient if given to the party by personal delivery or if mailed to the party by first-class mail postage prepaid, addressed as follows.

If to COUNTY:

Chairperson, Board of Commissioners
Housing Authority of the County of Contra Costa
County of Contra Costa
651 Pine Street, Room 106
Martinez, CA 94553

With a copies to:

County Administrator
651 Pine Street, 11th Floor
Martinez, CA 94553

County Counsel
651 Pine Street, 9th Floor
Martinez, CA 94553

If to EMPLOYEE:

Joseph E. Villarreal, Executive Director
Housing Authority of the County of Contra Costa
3133 Estudillo Street
Martinez, CA 94553

- 19. **Signatures.** These signatures attest the parties' agreement hereto:

EMPLOYEE

HOUSING AUTHORITY OF THE
COUNTY OF CONTRA COSTA

Joseph E. Villarreal, Executive Director

By: _____
Chair of the Board of Commissioners