

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into by and between the County of El Dorado ("County") and Tiffany Schmid ("CAO") and has an effective date ("Effective Date") of August 20, 2024.

RECITALS

El Dorado County Charter § 302 provides for the appointment of a Chief Administrative Officer. On June 27, 2023, the Board of Supervisors of El Dorado County appointed Tiffany Schmid as Chief Administrative Officer of the County effective July 1, 2023.

El Dorado County Ordinance Code § 2.13.025 provides that, "the Board of Supervisors may, at its discretion, enter into a written agreement with the Chief Administrative Officer which governs the terms and conditions of employment including compensation, benefits and removal from office."

In accordance with that authority, the County and CAO desire to set forth in this Agreement the terms of such employment and the compensation and benefits to be provided to CAO as part of that employment.

AGREEMENT

1. PRIOR AGREEMENTS.

This Agreement shall supersede and replace all prior employment agreements between the County and CAO. Any such prior agreements, and any amendments thereto in effect as of the Effective Date of this Agreement, shall be deemed terminated as of the Effective Date of this Agreement by mutual agreement of the parties.

2. DUTIES.

(a) County agrees to employ Tiffany Schmid as Chief Administrative Officer of El Dorado County to perform the functions and duties specified in the charter, ordinances, resolutions, and policies of County, and to perform all other legally permissible and proper duties and functions as the Board of Supervisors may from time-to-time assign.

(b) CAO shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession, and shall comply with all applicable laws, and the general rules, regulations, and policies established by the County.

(c) CAO shall not engage in any activity which is or may become a prohibited contract, or which may create an incompatibility of office as defined under California law.

(d) CAO shall not engage in any other business or occupation without the prior approval of the Board of Supervisors.

In lieu of any contributions to deferred compensation plans provided for in the Salary & Benefits Resolution for Unrepresented Employees, the County shall instead contribute to the County's 457 deferred compensation plan account for the CAO (or, upon the election of the CAO, a 401(a) deferred compensation plan account should one be established by the County) on an annual basis the maximum base elective deferral limit, as determined by the Internal Revenue Service (IRS) for that specific calendar year, not inclusive of any catch-up or other elective salary deferrals. Upon the first full pay period following the execution of this contract, the County shall contribute the remaining portion of the current annual maximum (\$23,000/26) for the remaining number of pay periods in this calendar year. Thereafter, the County contributions shall be adjusted in the first full pay period of each calendar year and made payable in equal installments over twenty-six (26) pay periods each year.

6. COST REIMBURSEMENTS.

CAO shall be entitled to reimbursement for job related travel, conference attendance, professional development, and similar costs not currently addressed in the Salary & Benefits Resolution for Unrepresented Employees, and not addressed by any resolution expressly applicable to the CAO, in accordance with adopted County policy. Such reimbursements shall be allowed only for activities that are related to County business or activities subject to budget availability.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Board of Supervisors, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of CAO, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

8. ANNUAL PERFORMANCE REVIEW

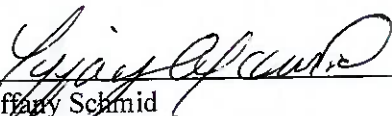
The Board of Supervisors shall perform an annual review of the CAO's performance. The review shall take place every year during the currency of this Agreement during the same month that this Agreement was executed. The CAO shall be apprised of the results of the performance review.

9. SEVERANCE COMPENSATION.

If County terminates this Agreement despite the CAO remaining willing and able to perform all of the duties of the CAO position, CAO shall be entitled to severance compensation equal to the lesser of (i) the base salary payable over the remaining term of the contract or (ii) twelve (12) months' base salary, unless CAO is charged or convicted of commission of any felony or of any crime of moral turpitude or of any crime in the performance of, or related to, CAO's duties; or commits misfeasance or malfeasance in CAO's official duties; or is otherwise terminated for reasonable cause in accordance with County of El Dorado Personnel Rule 1503. The reference to County of El Dorado Personnel Rule 1503 is for illustrative purposes of the types of conduct that would constitute reasonable cause for termination without severance compensation, and is not intended to alter or modify the at-will status of the CAO or to create any "for cause" standard of employment. CAO shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation or retirement of the CAO. For purposes of this paragraph, "base salary" shall mean the monthly proration of the annual salary specified in Paragraph 5 above, less applicable tax withholding. As a condition to receipt of severance compensation, CAO shall execute a release of all claims against County in a form deemed satisfactory to County and approved by County Counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Date: 08/20/2024


Tiffany Schmid
Chief Administrative Officer

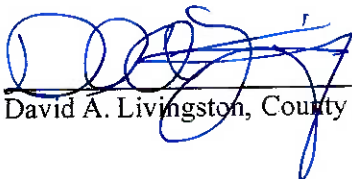
Date: 8/20/2024


Wendy Thomas, Chair
Board of Supervisors

ATTEST
KIM DAWSON
Clerk of the Board of Supervisors

By: 
Deputy Clerk

APPROVED AS TO FORM:


David A. Livingston, County Counsel