

Agreement Between the County of El Dorado and Roger Trout

THIS AGREEMENT made and entered by and between the County of El Dorado (hereinafter referred to as "County") and Roger Trout, an employee of the County of El Dorado (hereinafter referred to as "Employee");

WHEREAS, Employee is currently employed as the Development Services Director, an at will department head position with the County; and

WHEREAS, on December 4, 2012, the Board of Supervisors voted in open session to create a new Community Development Agency, combining the Development Services Department, the Environmental Management Department and the Department of Transportation; and

WHEREAS, as part of the reorganization, the County is eliminating the at will department head positions of Director of Development Services, Director of Environmental Management and Director of Transportation; and

WHEREAS, as part of that reorganization, the County is creating new civil service positions entitled Development Services Division Director, Environmental Management Division Director and Transportation Division Director. The employees in these positions will perform some, but not all, of the duties previously performed by the Director of Development Services, the Director of Environmental Management and the Director of Transportation respectively; and

WHEREAS, on April 23, 2013 the Board adopted Resolution 042-2013 approving the new classification titles and implementing the designated bargaining units for the positions of Development Services Division Director, Environmental Management Division Director, and Transportation Division Director;

WHEREAS, on April 30, 2013 the Board approved the final passage (Second Reading) of Ordinance 4996 amending Chapters 2.30, 2.31 and 2.60 of the County of El Dorado Code of Ordinances pertaining to the Community Development Agency, Environmental Management Division and Civil Service system, respectively; said ordinance becoming effective thirty (30) days following adoption; and

WHEREAS, the County and Employee both desire that the Employee remain in the County's employ with no break in County service and assume the duties of the Development Services Division Director.

NOW, THEREFORE, County and Employee mutually agree as follows:

1. Employee and County agree the Employee will resign from the position of Director of Development Services effective May 31, 2013 by submitting a letter to the El Dorado County Board of Supervisors no later than May 24, 2013. County will appoint Employee as

Development Services Division Director, effective June 1, 2013. Employee's base salary shall start at Step 4 in the amount of \$10,328.93 monthly.

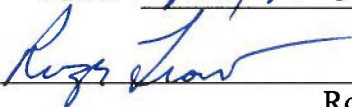
2. The County agrees that there will be no break in County service between Employee's resignation as Development Services Director and his appointment as Development Services Division Director. The County agrees to provide any necessary letter to the California Public Employees Retirement System to help effectuate the parties intent about the continuous service of the Employee.
3. The County agrees to suspend competitive examination procedures to fill the position of Development Services Division Director pursuant to § 502 – Suspension of Competition of the County Personnel Management Resolution.
4. Employee agrees that effective June 1, 2013, he will be considered a civil service employee and that his position will be part of the unrepresented administrative management unit. Employee will be eligible for those payments and benefits to which other administrative management unit employees (UM) are entitled for whatever time the Development Services Division Director remains part of that unit and the Employee remains in that position.
5. The County agrees that since Employee is not a newly hired employee, but rather has been satisfactorily performing many of the duties of the Development Services Division Director position, the County shall waive the requirement that employees hired into a position of the unrepresented administrative management unit serve a twenty-six pay period probationary period. Employee will be treated as a permanent civil service employee who has satisfactorily completed his probationary period.
6. The County agrees to allow Employee to cash out eighty (80) hours of vacation time on the effective date of his resignation. The vacation payout will be paid during Pay Period 13.
7. The County agrees that for five years following the execution of this agreement, if Employee remains in County service as the Development Services Division Director, the County will make a contribution to deferred compensation (457 Plan) accounts on behalf of Employee in the amount of 10% of the amount contributed by the employee and the County during the prior calendar year not to exceed \$800. In addition, the County will provide up to 2.5% of base salary to deferred compensation.

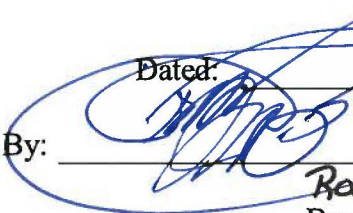
Beginning in January of 2019, Employee will be entitled to the amount of deferred compensation matching funds paid to other employees in positions in the unrepresented administrative management unit. In all other respects, Employee will be eligible for those payments and benefits to which other administrative management unit employees are entitled.

8. The parties agree that this Agreement is not intended to serve as a contract of employment, to contractually bind either party on any issue not expressly set forth herein or abrogate any of the rights or obligations the parties have under the County's civil service system rules. The


parties agree that this document constitutes the entire agreement between the parties about this matter.

9. The parties agree that this Agreement is not severable; if any portion of this document is found by a court of law to be void or unenforceable, the entire Agreement shall be void.

Dated: May 21 2013
By: 
Roger Trout

Dated: 5/21/13
By: 
Ren Briggs, Chair
Board of Supervisors
"County"

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By: 
Marcie MacFarland, Deputy Clerk