

AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment to Memorandum of Agreement (“Amendment”) is between the County of El Dorado ("County") and Donald Ashton ("CAO"), and has an effective date (“Effective Date”) of January 25, 2022.

RECITALS

On May 24, 2016, the Board of Supervisors of El Dorado County appointed Donald Ashton as Chief Administrative Officer of the County effective May 25, 2016. As part of this action, the County and CAO subsequently entered into an employment agreement pursuant to El Dorado County Ordinance Code section 2.13.025, which set forth the compensation, benefits, and other terms of employment for CAO.

Following a positive performance evaluation on May 9, 2017, the County entered into a new Memorandum of Agreement with Mr. Ashton. That Memorandum of Agreement was effective May 23, 2017, and superseded the prior agreement.

The County and Mr. Ashton entered into a subsequent Memorandum of Agreement, effective November 7, 2017, to better align Mr. Ashton’s compensation package with market trends for similarly situated administrative heads of county governments. That Memorandum of Agreement would have expired by its own terms on November 7, 2021, at which point Mr. Ashton would have become an at-will employee without the severance compensation provided by that Memorandum of Agreement.

In furtherance of the County Charter’s directive to “retain the best qualified officers and employees,” the County and Mr. Ashton entered into a new Memorandum of Agreement, dated February 15, 2020 (the “current Memorandum of Agreement”), in order to extend the term and expiration date of the prior agreement.

The parties now desire to amend the current Memorandum of Agreement in order to better align Mr. Ashton’s compensation package with internal comparators. Accordingly, the parties hereby agree to amend Section 5 of the current Memorandum of Agreement to read as follows:

5. SALARY; COMPENSATION; BENEFITS.

Effective the first full pay period following the Effective Date of this Amendment to the Agreement, County shall pay CAO an annual salary as established by the Salary & Benefits Resolution for Unrepresented Employees, payable biweekly and subject to customary withholding. In addition, upon approval by the Board of Supervisors, CAO shall receive an increase to his base salary in the amount of 3% of the CAO’s annual salary as established by the Salary & Benefits Resolution for Unrepresented Employees, payable biweekly and subject to customary withholding. Once approved by the Board of Supervisors, this increase to base salary shall remain in effect until revoked by the Board of Supervisors or until the expiration or termination of this Agreement, whichever occurs first. In consideration of the foregoing and the other compensation and benefits provided under this Agreement, CAO hereby waives and releases any vested rights to receive longevity pay pursuant to the Salary & Benefits Resolution for Unrepresented Employees in the future, and

CAO shall not receive any such longevity pay during the term of his employment with the County. This waiver and release with respect to longevity pay shall survive the expiration or termination of this Agreement.

Except as otherwise specifically provided for in this Agreement, CAO shall receive all other compensation and benefits, with the exception of any contributions to deferred compensation plans and longevity pay, provided to appointed department heads pursuant to the Salary & Benefits Resolution for Unrepresented Employees as it presently exists or as may be modified by the Board of Supervisors and in accordance with other adopted County policies related to appointed department heads, including, but not limited to, management, vacation, and sick leave accruals.

CAO compensation and benefits shall be subject to the terms and conditions of the Salary & Benefits Resolution for Unrepresented Employees.

In lieu of any contributions to deferred compensation plans provided for in the Salary & Benefits Resolution for Unrepresented Employees, the County shall instead contribute \$18,000 on an annual basis to the County's 457 deferred compensation plan account for the CAO, payable in equal installments over twenty-six (26) pay periods each year.

Except as otherwise amended herein, all terms and conditions of the current Memorandum of Agreement shall remain in full force and effect.

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

Date: _____

Don Ashton

Date: _____

Chair of the Board of Supervisors

ATTEST
KIM DAWSON
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM:

David A. Livingston, County Counsel