

AGREEMENT AND CONTRACT OF EMPLOYMENT

This Agreement and Contract of Employment (hereinafter referred to as Agreement) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Roger Niello, an individual (hereinafter referred to as "Employee").

Under this Agreement, County employs Employee and Employee accepts employment by County on a limited-term basis as the interim Community Development Agency Director of El Dorado County. Employee serves in an at-will capacity at the pleasure of the Board of Supervisors. Employee agrees to comply with all conditions set forth herein and to fulfill, to the best of his ability, all of the duties of the Community Development Agency Director as set forth in the job description for the Community Development Agency Director that is attached as Exhibit A and incorporated herein. Employee agrees to perform all duties in accordance with the County's ordinances, Charter, and policies along with state and federal law.

I. TERM OF AGREEMENT

This Agreement shall be for a limited-term to end no later than April 30, 2017 and as otherwise provided by the terms of this Agreement, effective November 2, 2016. The parties agree that Employee will not work the week of November 19, 2016 through November 26, 2016.

II. SALARY

For services provided herein, County agrees to pay Employee a salary of \$7,025.60 per bi-weekly pay period (subject to employee tax withholdings) commencing on November 2, 2016, it being understood that Employee will be working as a contract employee and not as a regular employee. The salary for any partial pay period worked will be pro-rated. It is understood by the parties that the Employee is an exempt employee and not subject to overtime. Employee shall work any and all hours necessary to carry out the responsibilities of the position, although Employee need not be present or on duty during all ordinary County business hours so long as Employee is otherwise fulfilling his obligations under this Agreement.

III. ADDITIONAL COMPENSATION AND BENEFITS

Employee shall be covered by the County's self-funded Workers' Compensation insurance program. Employee shall be subject to the defense and indemnification provisions of Government Code section 825 and as otherwise provided by law.

Employee shall receive reimbursement for all necessary and ordinary business expenses incurred in the conduct of the duties of the Community Development Agency Director pursuant to the El Dorado County Board of Supervisors Policy D-1.

Employee shall receive only the compensation specified in this Agreement above for the services performed, and Employee shall not be eligible or entitled to receive any other compensation or benefits currently afforded regular County Employees (unless otherwise required by law) such as, but not limited to, items set forth in the El Dorado County Salary & Benefits Resolution for Unrepresented Employees that includes, but is not limited to, retirement benefits (except as may be required by applicable law and/or the County's contractual obligations), medical benefits, longevity pay, management leave, sick leave, vacation leave, etc.

IV. TERMINATION

County may terminate this Agreement at the pleasure of the Board of Supervisors. Employee may terminate this Agreement prior to the termination date, with or without cause, upon thirty (30) days written notice to County.

V. CONFIDENTIALITY

Employee will hold in trust and confidence all information disclosed to or obtained by Employee pursuant to or in the performance of this Agreement and/or to County's past, present and future plans or activities that is not a matter of a publicly disclosed record. Upon termination or expiration of this Agreement, Employee will return to County all written or descriptive matter, which contains any such confidential information.

VI. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any and all previous Agreements between the parties, and Employee shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained in this Agreement and no others.

VII. SEVERABILITY

If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, unenforceable, or otherwise not in effect, the remainder of this Agreement or portion thereof shall be deemed to be severable, shall not be affected and shall remain in full force and effect.

VIII. OUTSIDE EMPLOYMENT

It is understood and agreed by County that Employee shall maintain employment with The Niello Company during the term of this Agreement, so long as this outside employment does not interfere with Employee's performance of his duties under this

Agreement and does not result in conflicts of interest under applicable law and/or County policy. Except as so provided, Employee may not be employed by, or otherwise receiving any compensation other than retirement benefits from, any business, organization, or governmental entity other than the County without the prior consent of the Board of Supervisors.

Employee shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

IX. CHANGES OR MODIFICATIONS TO AGREEMENT

Amendments to this Agreement may be made at any time during this period of this Agreement only by the mutual, duly authorized written consent of both parties.

Dated: 10/28/16

Roger Niello
Roger Niello

Dated: _____

El Dorado County Board of Supervisors, by
Ron Mikulaco, Chair

ATTEST:

Clerk of the Board of Supervisors

By _____
Deputy Clerk

ATTACHMENT A – JOB DESCRIPTION

Director, Community Development Agency

Definition & Distinguishing Characteristics

DEFINITION

Under general policy direction, plans, organizes, coordinates and directs the activities of the County's Community Development Agency including Long Range Planning, Development Services, Environmental Management and Transportation; provides expert professional assistance to County management staff in areas of responsibility.

DISTINGUISHING CHARACTERISTICS

This is an at-will department head position appointed by the Board of Supervisors and, pursuant to County Charter, is evaluated by the Chief Administrative Officer for submittal to the Board of Supervisors. Under a delegation of authority from the Board of Supervisors, this class has the overall responsibility for coordination, direction and administration of the County's Community Development Agency, comprised of Long Range Planning, Development Services, Environmental Management and Transportation. The incumbent is responsible for overall policy development, fiscal management, administration and operation of the Agency. The incumbent is accountable for accomplishing Agency goals and objectives, administering the Agency's budget and supervising professional and other support staff. This position is exempt from civil service.

Examples of Duties (Illustrative Only)

- Assumes full oversight and coordination responsibility for all Agency services; develops and directs the implementation of goals, objectives, policies, procedures and work standards of the Agency.
- Plans, organizes, directs and coordinates, through subordinate staff, all programs, activities and operations of the County's Community Development Agency, including mandated and non-mandated services in the areas of environmental health, building construction and safety, transportation and road/bridge operations, engineering and surveying, land development, flood control, and waste management.
- Oversees financial management including developing and implementing capital and operating budgets, fiscal strategies, and annual budgets; monitors revenues and expenditures; allocates and develops resources including personnel.
- Directs and oversees the development of departmental strategic plans and initiatives, focusing on developing, delivering, and expanding services to meet community needs and evaluating the outcomes in terms of effectiveness and cost efficiency.

- Reviews and approves negotiated contracts for outside services and equipment.
- Reviews and analyzes a variety of financial, statistical, and narrative reports; reviews fiscal analysis and prepared cost projections; formulates and directs necessary responses and actions.
- Advises the Board of Supervisors, Chief Administrative Officer and/or appointive Boards and Commissions on short and long range planning where Agency services are concerned.
- Represents the County in meetings with representatives of governmental agencies, professional, business and community organizations, and the public.
- Confers with and provides professional assistance to members of County departments on Agency matters.
- Directs the selection, evaluation, training and development of departmental staff; interprets County policies and procedures to staff.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs related work as assigned.

Education & Experience Requirements

Where college degrees and/or college course credits are required, degrees and college units must be obtained from an accredited college or university. Courses from non-accredited institutions will not be evaluated for this requirement.

Education: Bachelor's degree from an accredited college or university with major coursework in land use planning, architecture, environmental health, engineering, business administration, public administration, or a field related to the work; a Master's degree in one of the above fields is highly desirable;

-AND-

Experience: Seven years of related management and supervisory experience, of which two years were at an executive management level. Experience in a public agency is highly desirable.

Other Requirements

- Possession of, or ability to obtain, a valid California driver's license.
- Must be available for weekend or after hours meetings.
- Certification by the American Institute of Certified Planners (AICP) is desirable.

Physical Demands and Working Conditions

On a continuous basis sit at desk for long periods of time, intermittently twist to reach equipment surrounding desk; walk, stand, bend, crouch or stoop; perform

simple grasping and fine manipulation is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. See in the normal vision range with or without corrections; hear in the normal range with or without correction. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds or less for varying periods of time.

Primary work is performed in an office environment within an even-floored, carpeted office environment with fluorescent lighting, moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with upset staff and/or public and private representative in interpreting and enforcing departmental policies and procedures. Some fieldwork required with exposure to uneven surfaces, outside atmospheric conditions, traffic, noise, physical barriers, or around potentially hazardous construction conditions, substances and materials. Work is frequently disrupted by the need to respond to in-person and telephone inquiries.

Knowledge

NOTE: The level and scope of the knowledge and skills listed below are related to the job duties as defined under Distinguishing Characteristics.

- Administrative principles and practices including goal/objective setting, policy and procedure development, work planning, and fiscal/budgetary principles and practices.
- Principles and practices of program management, including development, funding sources, grant writing proposals, program evaluation, quality control and fiscal management planning, evaluation, and monitoring.
- Principles and practices of public administration, management, and leadership, community relations and public information practices and techniques.
- Principles and practices of contract administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- General knowledge of the current developments, principles, and methods relating to Agency programs and functions.
- General knowledge of applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to Agency programs and practices.
- General knowledge of legislative issues relating to Agency programs and practices.

Skills

- Planning, organizing, assigning, directing, reviewing and evaluating Agency programs and activities.

- Developing, implementing, and interpreting goals, objectives, policies, procedures, and work standards.
- Preparing and maintaining the Agency's budget.
- Analyzing complex problems, evaluating alternatives, and making sound recommendations related to Agency activities.
- Interpreting, applying, and explaining applicable laws, codes, ordinances, policies, procedures, rules, and regulations.
- Analyzing, interpreting, and understanding technical and statistical information.
- Managing multiple priorities simultaneously.
- Exercising leadership, responsibility, and initiative.
- Evaluate the work of staff and train staff in work procedures.
- Preparing and presenting clear and comprehensive written and oral reports and recommendations.
- Communicating effectively in organizing and directing group discussions and transmitting information and instructions to subordinate staff and other County agencies and departments.
- Effectively representing the Agency to the public, community organizations, and other government agencies; maintain a constructive and cooperative working relationship with those contacted in the course of work; demonstrate tact and diplomacy.
- Operating modern office equipment including computer equipment and related software applications.
- Use of tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establishing, maintaining, and fostering positive and harmonious working relationships with those contacted in the course of work.

HISTORY

JCN: 1284

Created: November 2012