

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the County of El Dorado ("County") and Roger Trout, (Director of Development Services).

RECITALS

On September 16, 2008, the Board of Supervisors of El Dorado County appointed Roger Trout Director of Development Services of County effective September 27, 2008. As part of its action, the Board of Supervisors directed that the compensation and benefits to be provided to Director of Development Services would be finalized and would be subject to subsequent approval by the Board of Supervisors, to be effective September 27, 2008.

The Board of Supervisors desires to employ Roger Trout as Director of Development Services of the County. Roger Trout desires to serve as Director of Development Services of the County.

The parties desire to set forth in this Agreement the terms of such employment and the compensation and benefits to be provided to Director of Development Services as part of that employment.

AGREEMENT

1. DUTIES.

(a) County agrees to appoint Roger Trout as Director of Development Services 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) Director of Development Services shall perform his duties to the best of his 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) Director of Development Services 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.

2. TERM.

This Agreement shall commence on the effective date set forth above and shall remain in effect until terminated by either party.

3. TERMINATION.

(a) Director of Development Services may terminate this Agreement upon 30 days' advance written notice.

(b) County may terminate this Agreement, without cause, effective immediately upon notice.

(c) The parties expressly agree that: 1) County intends to and does employ Director of Development Services as an "at will" employee whose employment as Director of Development Services may be terminated by County at any time for any reason, or for no reason, without any cause whatsoever; 2) Director of Development Services is appointed pursuant to the provisions of Section 404 of the Charter of the County of El Dorado and serves at the pleasure of the Board of Supervisors; and, 3) County makes and has made no representation, assurance, or promise to Director Development Services, be it oral or written, express or implied, of any form of continued employment as Director of Development Services. Nothing in this Agreement shall affect in any way Director of Development Services' status as an at-will employee while serving as an appointed department head except as otherwise provided in section 5. of this agreement.

4. SALARY; COMPENSATION; BENEFITS.

Beginning as of the effective date, County shall pay Director of Development Services at Step 1 of the current El Dorado County Salary Schedule for the position of Director of Development Services, payable biweekly and subject to customary withholding. Beginning as of the effective date, in addition, Director of Development Services shall receive all other compensation and benefits provided to appointed department heads pursuant to the Salary & Benefits Resolution for Unrepresented Employees and in accordance with other adopted County policies related to department heads.

The salary, compensation and benefits provided to Director of Development Services may be modified by the Board of Supervisors unilaterally at any time by a resolution of the Board of Supervisors.

5. LIMITED RETURN TO CIVIL SERVICE STATUS RIGHTS

If County or Director of Development Services terminates this Agreement within the first year of employment as Director of Development Services, Director of Development Services shall be entitled to a right of return to Civil Service Status, only during the first one year period as Director of Development Services, to the position of Principal Planner, at the salary, compensation, and benefits of his former civil service position as Principal Planner, with the understanding that any seniority rights that are reinstated will be based on the seniority Director of Development Services obtained on the last date of his employment in his former position as Principal Planner, unless Director of Development Services 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, Director of Development Services duties; or commits malfeasance in Director of Development Services official duties. Director of Development Services shall not be entitled to return to the civil service position of Principal Planner under any other circumstances. As a condition of receipt of return to civil service status as outlined above, Director of Development Services shall execute a release of all claims against County in a form deemed satisfactory to County and approved by County Counsel. County agrees to hold an allocated position of Principal Planner open for up to one year from the commencement of this agreement in order to comply with the terms of this provision with the understanding that it may be filled by a provisional or extra help employee during this time period.

6. NOTICES.

Any notices required by this Agreement shall be in writing and either given in person or by First Class mail with the postage prepaid and addressed as follows:

TO County: Board of Supervisors
County of El Dorado
330 Fair Lane
Placerville, CA 95667

TO Director of Development Services:

Roger Trout
Director of Development Services
County of El Dorado
2850 Fair Lane Ct.
Placerville, CA 95667

All notices shall be deemed given upon their dispatch.

7. ENTIRE AGREEMENT.

This Agreement is the final expression of the complete Agreement of the parties regarding County's employment of Director of Development Services and supersedes all prior oral or written understandings. This Agreement cannot be modified except by written mutual amendment signed by both parties.

8. ASSIGNMENT.

This Agreement is not assignable by either County or Director of Development Services.

9. SEVERABILITY.

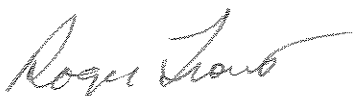
In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect to the maximum extent permitted by law, and to effectuate the parties' intent to the maximum degree possible.

10. CONTRACT ADMINISTRATOR.

The Chair of the Board of Supervisors is designated as the person with responsibility for administering this Agreement pursuant to Section 602 of the Charter of the County of El Dorado.

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

Date: 9-17-08



Roger Trout

Date: _____

Rusty Dupray, Chair
Board of Supervisors of El Dorado
County

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

LOUIS B. GREEN
County Counsel