

EL DORADO COUNTY CALIFORNIA  
Chief Administrative Office

January 11, 2007

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BOARD OF SUPERVISORS  
EL DORADO COUNTY  
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Memo To: Board of Supervisors  
From: Laura S. Gill, Chief Administrative Officer *Laura S. Gill*  
Subject: Contract for Employment  
Assistant Chief Administrative Officer/Development Services Director  
(Item #20 for January 15, 2008 Board of Supervisors Meeting)

I recommend that the Board of Supervisors authorize the Board Chair to execute the attached contract for David A. Storer to serve as an Assistant County Administrative Officer on a fixed, short-term contract for the period January 16, 2008 to June 30, 2008 (equivalent of 11.2 bi-weekly pay periods). Mr. Storer's duties include serving as the Acting Development Services Director while we recruit for the Development Services Director position. Mr. Storer would not be considered for permanent employment within the County.

The total compensation will not exceed \$78,741. Funds are available in the General Fund through position vacancy savings in the Development Services Department and in the Chief Administrative Office.

Background

During the past year, concerns have been expressed about the development review and building permit processes. While the County recruits for the vacant Development Services Director position, Mr. Storer will analyze departmental systems and procedures currently used. In addition, he will review and suggestions for improving the interactions between the department and other development-related County departments, such as Transportation and Environmental Management.

Mr. Storer has direct experience related to the acting assignment, as he has previously served as Director of Planning, Permitting, and Inspections for the City of Folsom and Assistant City Manager for Development for the City of Elk Grove.

Missouri Flat Corridor

Mr. Storer is currently serving as the contract project manager for the Missouri Flat corridor. Upon Board approval of the proposed employment contract, the County will suspend the project manager contract. However, Mr. Storer will continue to coordinate activities within the corridor as a part of his duties as an ACAO. The suspension of his contract is specifically mentioned in Section VI of the agreement.

Contract Points

The total compensation is estimated at \$78,741, which is the equivalent of 11.2 pay periods. This calculation is based as follows:

Assistant County Administrative Officer, Step 5, biweekly salary	\$6,069.60
Amount equal to 7% PERS employee contribution	<u>424.87</u>
Total biweekly salary	\$6,494.47
Divide by 80 hours	\$81.18
Divide \$6,000 optional flex benefit by 896 hours	<u>6.70</u>
Rate per hour	\$87.88
Multiply by 80 hours – biweekly rate	\$7,030.40
Multiply by 11.2 pay periods – maximum compensation	\$78,740.48

Please note that there two components excluded from this particular agreement that have been included in past employment agreements:

- Mr. Storer will not be credited with five days of paid special leave.
- If the County elects to terminate this Agreement prior to June 30, 2008, Mr. Storer will not be entitled to compensation equal to one additional bi-weekly pay period.

Action to be Taken Following Board Approval

Upon approval by the Board, the Chair will execute the contract.

I remain available to answer any questions you may have concerning this contract.

## 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 David A. Storer (hereinafter referred to as "Employee").

Under this Agreement, County employs Employee and Employee accepts employment by County on a limited-term basis as Assistant Chief Administrative Officer of El Dorado County. Employee serves in an at-will capacity at the pleasure of the Chief Administrative Officer. 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 Assistant Chief Administrative Officer as set forth in the scope of work for the Assistant Chief Administrative Officer 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. Employee agrees to not be considered for permanent County employment.

### I. TERM OF AGREEMENT

This Agreement shall be for a limited-term to end no later than July 1, 2008 and as otherwise provided by the terms of this Agreement, effective January 16, 2008.

### II. SALARY

For services provided herein, County agrees to pay Employee a salary of \$7,030.40 per bi-weekly pay period (subject to employee tax withholdings) commencing on January 16, 2008, it being understood that Employee will be working as a contract employee and not as a regular employee. 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.

### III. ADDITIONAL COMPENSATION AND BENEFITS

Employee shall participate in PERS or OBRA as required by law and shall pay the required 7% employee contribution. 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 Assistant Chief Administrative Officer 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, medical benefits, longevity pay, management leave, sick leave, vacation leave, etc.

#### IV. TERMINATION

County may terminate this Agreement at the pleasure of the Chief Administrative Officer..

#### 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. SUSPENSION OF CONTRACT

Employee currently holds a contract dated November 27, 2007 with the County for services related to the coordination of the Missouri Flat project. During the term of this Agreement, that agreement shall be suspended and Employee shall receive no compensation under that agreement. The work under that agreement shall continue but shall be subsumed under Employee's duties as Assistant Chief Administrative Officer and Employee shall receive no additional compensation for providing such services than is provided under this Agreement. Said agreement shall become activated again, prospectively, upon expiration or termination of this Agreement.

#### VII. 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.

#### VIII. 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.

IX. CHANGES OR MODIFICATIONS TO AGREEMENT

Amendments to this Agreement may be added in writing at any time during this period of this Agreement by the mutual consent of both parties.

Dated: \_\_\_\_\_  
\_\_\_\_\_ David Storer

Dated: \_\_\_\_\_  
\_\_\_\_\_ El Dorado County Board of Supervisors, by  
Rusty Dupray, Chair

ATTEST:

Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

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## ATTACHMENT A – SCOPE OF SERVICES

### Assistant Chief Administrative Officer

Duties to be as assigned by Chief Administrative Officer, including:

- Serve as Acting Development Services Director
- Review the County's development review process and identify recommendations for process improvements:
  - Interview stakeholders in residential and nonresidential development community
  - Interview staff in all departments that have a role in the development review process
  - Determine number of staff in all development-related departments involved in the review of all applications; review associated fee schedules
- Provide recommendations for possible organizational restructuring based on recommendations for process improvements
- Assist in hiring staff as appropriate, including but not limited to Development Services Director
- Continue to provide assistance and coordination for private developer projects along the Missouri Flat and U.S. 50 corridors.
- Other duties as assigned by Chief Administrative Officer.