

**EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF EL DORADO AND LARRY T. COMBS**

RECITALS

This Agreement is entered into by and between County of El Dorado (County) and Larry T. Combs (Employee) and is dated for convenience this 23rd day of June, 2015.

A. County desires to employ Employee as its Chief Administrative Officer and Employee desires to serve as the Chief Administrative Officer of the County beginning June 29, 2015.

B. The County Board of Supervisors (Board), as appointing authority, and Employee desire to agree in writing to the terms and conditions of Employee's employment as El Dorado County Chief Administrative Officer.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County agrees to employ Employee and Employee agrees to serve as the Chief Administrative Officer of El Dorado County to perform the functions and duties as specified in the El Dorado County Ordinance Code, Charter, Resolutions, and all other applicable laws, rules/regulations and job description now in effect or hereafter adopted, and to perform other legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. Employee, as a “retired annuitant,” shall comply with all general rules and regulations established by County in an amount not to exceeds 960 hours per fiscal year in order to comply with PEPRA (Public Employees’ Pension Reform Act).

(i) Although Employee is limited to 960 hours per fiscal year, and is therefore considered part-time, he shall devote such time as is reasonably necessary to carry out the duties of Chief Administrative Officer.

(ii) In recognition of the legal limitation of hours that Employee may work per fiscal year, Board shall allocate resources necessary and grant Employee the discretion to delegate appropriate duties to a subordinate staff to ensure the timely and appropriate performance of the duties of the County Administrative Officer.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation. Employee has disclosed his position as Commission Chair with the California Statewide Communities Development Authority (CSCDA) which has been deemed to have no conflict of interest for purposes of this employment contract.

3. TERM

(a) The term of this Agreement shall be from the date first set forth above until terminated by either party in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and, further, agrees that he will not take any position, paid or otherwise, which may, in any degree, conflict or appear to conflict with the duties inherent in the position of the Chief Administrative Officer of County.

4. TERMINATION AND RESIGNATION

(a) Either party may terminate this agreement with thirty (30) days advance written notice.

(b) The parties hereto recognize and affirm:

1. Employee is an "at-will" Employee whose employment may be terminated by County without cause;
2. There is no express or implied promise made to Employee for any form of continued employment as Chief Administrative Officer; and,
3. This Agreement is the sole and exclusive basis for an employment relationship between Employee and County.
4. The County may elect not to have Employee work any or all of the thirty days after notice of termination.
5. Should the maximum total of 960 work hours per fiscal year be reached, this agreement will terminate by operation of law.

(c) A decision to terminate Employee may be made by the Board of Supervisors consistent with the County Charter and Personnel Rules and with applicable laws, rules and ordinances governing such dismissal.

(d) Employee shall have the option to resign his office instead of being terminated if an action by the Board of Supervisors to terminate has been initiated. Employee shall be given a time certain by which such resignation in writing shall be delivered to the County Counsel.

(e) In the event the Board of Supervisors terminates Employee for cause, Employee shall have the right to a name clearing hearing involving notice of the charges and an opportunity to respond.

5. SALARY

Commencing with the date of appointment set forth above, Employee shall be compensated according to the El Dorado County Salary Schedule which identifies the base gross monthly rate at Step 5 of the Chief Administrative Officer. Additionally, Employee shall be entitled to an increase equal to any salary increases given in accordance with the Unrepresented Management Resolution.

6. OTHER BENEFITS

As of the execution of this agreement, State law prohibits the accrual of other benefits in accordance with Government Code Section 21221(h): "pursuant to this subdivision [Employee] shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate." If during the term of this agreement State law is modified to allow for the accrual of any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in

addition to the hourly rate, Employee shall be credited such benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate, in accordance with State law pursuant to the conditions of the Unrepresented Management Resolution.

7. PERFORMANCE EVALUATION

The Board of Supervisors shall evaluate Employee's performance in accordance with the County Charter and Personnel Rules. In addition, in connection with and at the time of such evaluation the Board of Supervisors and Employee will set goals and objectives for the ensuing year.

8. ENTIRE AGREEMENT

This Agreement is the final expression of, and constitutes, the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

9. ASSIGNMENT

This Agreement is not assignable by either County or Employee. Any Agreement to the contrary by either party shall be void.

10. SEVERABILITY

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

11. NOTICE

Notices to be given by the parties shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed:

COUNTY OF EL DORADO; Attention Robyn Truitt Drivon, County Counsel
330 Fair Lane
Placerville CA 95667

Notices to Employee shall be addressed:

COUNTY OF EL DORADO; Attention Mr. Larry T. Combs, CAO
330 Fair Lane
Placerville CA 95667

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be signed and executed as set forth below.

EMPLOYEE

COUNTY OF EL DORADO

Larry T. Combs, Employee

by: _____
Brian Veerkamp, Chair Board of Supervisors

APPROVED AS TO FORM
Robyn Truitt Drivon, COUNTY COUNSEL

by _____