

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the County of El Dorado (“County”) and Theresa R. Daly (“CAO”).

RECITALS

On December 14, 2010, the Board of Supervisors of El Dorado County appointed Theresa R. Daly as Chief Administrative Officer of County effective December 18, 2010. As part of its action, the Board of Supervisors directed that the compensation and benefits to be provided to CAO would be documented in an employment agreement.

The Board of Supervisors desires to employ Theresa R. Daly as Chief Administrative Officer of the County. Theresa R. Daly desires to serve as Chief Administrative Officer 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 CAO as part of that employment.

AGREEMENT

1. DUTIES.

(a) County agrees to employ Theresa R. Daly as Chief Administrative Officer of El Dorado County 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) CAO shall perform her duties to the best of her 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) CAO 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 in accordance with the provisions set forth in Paragraph 3 or until terminated by death or permanent disability of CAO. For purposes of this Agreement, termination of, or resignation from, employment, shall constitute termination of this Agreement.

3. RESIGNATION AND TERMINATION.

(a) CAO 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 CAO as an "at will" employee whose employment may be terminated by County at any time for any reason, or for no reason, without any cause whatsoever; 2) CAO is appointed pursuant to the provisions of Section 302 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 CAO, be it oral or written, express or implied, of any form of continued employment. Nothing in this Agreement shall affect in any way CAO's status as an at-will employee.

4. SALARY; COMPENSATION; BENEFITS.

Beginning as of the effective date, County shall pay CAO at Step 3 of the current El Dorado County Salary Schedule for the position of CAO, payable biweekly and subject to customary withholding. Beginning as of the effective date, in addition, CAO 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 CAO may be modified by the Board of Supervisors unilaterally at any time by a resolution of the Board of Supervisors.

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5. COST REIMBURSEMENTS.

CAO shall be entitled to reimbursement for job related travel, conference attendance, professional development and similar costs not currently addressed in the Salary & Benefits Resolution for Unrepresented Employees, and not addressed by any resolution expressly applicable to the CAO, in accordance with adopted County policy. Such reimbursements shall be allowed only for activities that are related to County business or activities subject to budget availability.

6. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Board of Supervisors, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of CAO, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

7. SEVERANCE COMPENSATION.

If County terminates this Agreement , CAO shall be entitled to severance compensation equal to three months' base salary unless CAO 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, CAO's duties; or commits misfeasance or malfeasance in CAO's official duties. CAO shall not be entitled to severance compensation under any other circumstances, including, but not limited to, resignation of the CAO. For purposes of this paragraph, "base salary" shall mean the monthly proration of the annual salary specified in Paragraph 4 above, less applicable tax withholding. As a condition to receipt of severance compensation, CAO shall execute a release of all claims against County in a form deemed satisfactory to County and approved by County Counsel.

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8 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 CAO: Theresa R. Daly
Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, CA 95667

All notices shall be deemed given upon their dispatch.

9. ENTIRE AGREEMENT.

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

10. ASSIGNMENT.

This Agreement is not assignable by either County or CAO.

11. 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.

12. 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: 12/8/10

Theresa R. Daly
Theresa R. Daly

Date: _____

Norma Santiago, Chair
Board of Supervisors of El Dorado
County

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Louis B. Green
LOUIS B. GREEN
County Counsel

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