

## 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.

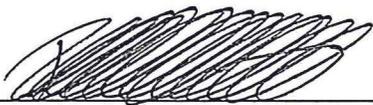
IX. CHANGES OR MODIFICATIONS TO AGREEMENT

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

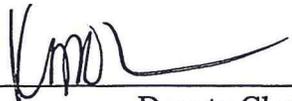
  
\_\_\_\_\_  
Roger Niello

Dated: 11/1/16

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

ATTEST:

Clerk of the Board of Supervisors

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