

## EMPLOYMENT AGREEMENT BETWEEN COUNTY OF LASSEN AND TONY SHAW

THIS AGREEMENT is made on the 17th day of December, 2024, by and between COUNTY OF LASSEN, a political subdivision of the State of California, ("COUNTY"), with administrative offices at 221 S. Roop Street, Susanville, California 96130, and Duane Anthony "Tony" Shaw ("EMPLOYEE"), an individual.

This agreement is made with reference to the following facts:

- A. As provided by Lassen County Code, section 2.06, COUNTY has created the office of the Lassen County Administrative Officer (CAO). The Lassen County Administrative Officer is appointed by the Board of Supervisors of Lassen County; and
- B. Lassen County has a continuing need for the services of a CAO; and
- C. Consequently, COUNTY, acting by and through its Board of Supervisors, extends to EMPLOYEE an opportunity to serve as the Lassen County Administrative Officer; and
- D. EMPLOYEE desires to extend his service as the Lassen County Administrative Officer.

The parties agree as follows:

- 1. Position: EMPLOYEE currently holds the position of Deputy County Administrative Officer. Upon approval of this agreement by EMPLOYEE and COUNTY, this agreement will do the following:
  - a. Promote, by agreement of the parties, from Deputy County Administrative Officer to County Administrative Officer; and
  - b. Confirm EMPLOYEE's continued employment for COUNTY as CAO for an initial term, pursuant to the terms prescribed herein, said term to begin when EMPLOYEE and COUNTY approve this agreement.
- 2. Duties: EMPLOYEE shall have all the rights and perform the duties of CAO as provided by law and Lassen County Code section 2.06. EMPLOYEE is an exempt EMPLOYEE but is expected to engage in those hours that are necessary to fulfill the obligations of the CAO position.
- 3. Support: COUNTY shall provide EMPLOYEE with a private office, administrative assistant or other County employee(s) provided for in the County Budget, office equipment, supplies, and other facilities and services reasonably necessary for the

performance of EMPLOYEES duties. COUNTY shall provide EMPLOYEE with a portable computer laptop or tablet, and internet access from a mobile network or satellite internet for work outside of EMPLOYEE's County office location.

4. Personnel Rules and Regulations: Lassen County Personnel Rules and Regulations and Lassen County Code shall apply except where superseded by this agreement.
5. Compensation and Benefits: COUNTY agrees to compensate EMPLOYEE as follows:
  - a. Effective beginning of the first day of the pay period beginning December 29, 2024. EMPLOYEE's annual base compensation will initially be set at \$184,163.20, annually, payable in twenty-six installments, on a biweekly basis as other employees of the County. This amount breaks down to a base hourly rate of \$88.54 which, if the COUNTY had an adopted hourly salary schedule, would approximately equate to Range 45, Step C, for the Lassen County's Appointed, Elected, Confidential (Management) Employees. EMPLOYEE's salary will increase automatically to the closest salary step that is at least 5% (for example, Step D, E, F, G) on the first day of the first pay period in January 2026 and each year thereafter through and including January 2028, or the equivalent of any annual increases in compensation negotiated or provided to non-public safety Department Heads, whichever is greater. Any additional salary increases above and beyond the automatic increases must be approved by the Board of Supervisors. If required by California Public Employees' Retirement System (CalPERS) for any reason, COUNTY will amend Lassen County Code Chapter 2.06 County Administrative Officer to create and adhere to a salary schedule and/or other policy or agreement consistent with the above-articulated compensation for EMPLOYEE to participate fully in the COUNTY's retirement plan through CalPERS. In no event shall any adopted code amendment or other policy result in less compensation to EMPLOYEE than articulated in this section for the duration of this Agreement unless this Agreement is amended by agreement of both parties.
  - b. EMPLOYEE agrees to forgo a monthly vehicle allowance; however, COUNTY shall reimburse EMPLOYEE at the IRS standard mileage rate, applicable at the time the travel occurs, for EMPLOYEE's use of a personal vehicle for business travel in excess of 25 miles total to and from the COUNTY Seat for business purposes inside the COUNTY's incorporated area, and for all out of COUNTY business travel regardless of distance traveled.
  - c. EMPLOYEE agrees to waive receiving COUNTY's mobile phone allowance.
  - d. EMPLOYEE shall be entitled to all benefits, rights, and privileges afforded to non-public safety County Department Heads, but not limited to, longevity pay and medical, dental and vision benefits, except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety County Department Heads

or other unclassified employees, this Agreement shall control. EMPLOYEE, in lieu of receiving COUNTY'S health plan contribution, may request, and shall be paid, in addition to his base salary and any other compensation resulting from this Agreement, an amount equal to one-half the cash value of COUNTY'S health plan contribution at the established rate for one employee (no dependents) within the CAO bargaining unit.

- e. EMPLOYEE shall receive the accrual and benefits of vacation time, sick leave, personal leave, administrative leave, holidays, etc., at the highest annual accrual rate accorded to non-public safety County Department Head. Any accrued leaves which EMPLOYEE has as of the end of the employment agreement which is terminated by operation of the approval of this Agreement shall, without limitation, carry over to this new period of employment.
  - f. COUNTY contracts with the California Public Employees' Retirement System (PERS) for retirement benefits. COUNTY will pay the County's share for participation in PERS in a proportion consistent with the contributions applicable to non- public safety County Department Heads.
  - g. In addition to those work-related expenses reimbursable to appointed Department Heads, COUNTY shall budget and pay for professional dues and subscriptions for EMPLOYEE necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for EMPLOYEE's professional participation, growth, and advancement, provided that such are in the interests of and for the good of the COUNTY such as, but not limited to, International City/County Management Association (ICMA) and the County Administrative Officers Association of California (CAOAC). EMPLOYEE selection of subscriptions, associations, memberships, and participation is at the discretion of the EMPLOYEE and as appropriated in the County's budget process.
  - h. COUNTY will allow time for EMPLOYEE to attend related meetings and conferences and COUNTY shall pay for related meeting and conference attendance and/or registration fees, travel, lodging and subsistence expenses for the same.
  - i. EMPLOYEE is solely responsible, and COUNTY has no responsibility, to ensure that compensation paid upon termination or resignation under this Agreement qualifies as compensation to be counted toward any retirement under CalPERS. EMPLOYEE agrees to defend, indemnify and hold COUNTY harmless from any claims that compensation payments made upon termination or resignation is not compliant with CalPERS regulations. COUNTY makes no guarantees that said compensation qualifies under CalPERS regulations.
7. Term and Termination of Agreement. This Agreement shall become effective on December 29, 2024, and shall continue until terminated in accordance with the terms of this Agreement. The parties may, by mutual agreement, renew or extend the term of this agreement at any time. The Agreement may be terminated only in one of the following ways:

- a. By mutual written agreement of the parties.
  
- b. By the EMPLOYEE upon thirty (30) days' written notice to the COUNTY. At COUNTY's option, COUNTY may elect for EMPLOYEE to not work any or all of the thirty (30) days following the written notice of termination and EMPLOYEE shall nonetheless receive EMPLOYEES' normal salary during that period.
  
- c. By the COUNTY, for cause, upon providing EMPLOYEE with written Notice of Termination. The written notice shall: (1) specify the particular cause(s) for termination, the facts supporting the decision to terminate for cause, and attach any supporting documents; and, (2) notice of EMPLOYEE's right to request a hearing before the Board of Supervisors to address the basis for the termination. If EMPLOYEE requests a hearing, the hearing shall be held at a regularly scheduled meeting of the Board of Supervisors, in closed session, unless the EMPLOYEE requests that the hearing occur in open session. Following the hearing, the Board of Supervisors shall affirm, modify or reverse its decision to terminate for cause. The decision of the Board of Supervisors shall be final. The finality of the decision to terminate does not preclude EMPLOYEE from pursuing any and all causes of actions he may have arising from his employment with COUNTY. The hearing process, however, does not excuse EMPLOYEE from complying with all government claims procedures or from exhausting any other administrative remedies required prior to filing any complaint.
  
- d. For purposes of this Agreement, the following, if supported by verifiable facts shall justify termination for cause:
  - 1. Gross insubordination of a legal directive;
  - 2. Conviction of a crime involving moral turpitude;
  - 3. Conduct that unreasonably and seriously impedes County operations;
  - 4. Conduct that significantly adversely reflects upon the reputation of the County Administrator's Office and/or the County;
  - 5. Misappropriation of County funds; or,
  - 6. Any intentional misrepresentation or fraud in connection with the performance of EMPLOYEE's duties.
  
- e. In the event COUNTY terminates EMPLOYEE for cause, COUNTY may terminate this Agreement immediately and EMPLOYEE shall be entitled only to the compensation accrued up to the date of termination, payment of all accrued

vacation, administrative leave, and other accrued leaves except sick leave, and such other termination benefits and payments as required by law. If eligible, EMPLOYEE's accrued sick leave may be converted to service credit in CalPERS.

- f. In the event COUNTY terminates this Agreement without cause, COUNTY agrees to pay to EMPLOYEE a lump sum cash amount equal to 18 months of Employee's then monthly total compensation or equal to the number of months remaining on the contract, whichever is less. This payment shall be made to EMPLOYEE within 30 calendar days of the date of termination. Parties agree that any such cash settlement shall comply with Government Code Sections 53260 and 53261, and any applicable amendments thereto. Pursuant to Government Code Section 53261, any cash settlement paid under the terms of this Agreement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, pursuant to the same time limitations as provided in Section 53260, or until EMPLOYEE finds other employment, whichever occurs first. EMPLOYEE is responsible for payment of the EMPLOYEE share of benefit costs and shall pay COUNTY by check or money order no later than the 25th of the month preceding the monthly benefit period. EMPLOYEE is not eligible for payment of benefits if benefits are offered by another employer before the end of the twelve-month period and shall notify the COUNTY within ten (10) days of eligibility of benefits through another employer. EMPLOYEE specifically acknowledges and agrees that said payment will release COUNTY, its agents, servants, EMPLOYEEs, and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.
  - g. The Employee shall not be removed without cause during the first 180 days following any change in membership of the Board of Supervisors unless done so by a unanimous vote of the Board of Supervisors.
  - h. Notwithstanding the provisions of any COUNTY rule, regulation, policy, procedure or practice to the contrary, upon termination of EMPLOYEE's employment, either with or without cause, EMPLOYEE shall not be entitled to any compensation, damages or other monetary award except as specifically authorized by this Agreement.
8. Post Termination Benefits: EMPLOYEE agrees that if termination occurs, he shall not apply for and is not eligible for unemployment benefits for a period of three months following said termination. Thereafter, EMPLOYEE'S eligibility for unemployment benefits shall be subject to independent determination by the Employment Development Department (EDD). If EMPLOYEE is terminated because of the conviction of a felony, COUNTY is not obligated to pay post termination benefits pursuant to this section.
9. Indemnification: COUNTY shall, to the maximum extent permitted by law, indemnify, defend and hold harmless EMPLOYEE for any claims, demands, litigation or other proceedings which allege negligent acts, omissions, decisions, professional liability claims or other torts, whether groundless or otherwise, arising out of the performance of

EMPLOYEE's duties with COUNTY or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE's duties. To the same extent, COUNTY shall pay and advance all expenses, including reasonable attorney's fees and costs incurred by EMPLOYEE in connection with any action, claim, demand, suit, appeal or proceeding brought against EMPLOYEE by reason of EMPLOYEE's service as an officer, agent or EMPLOYEE of COUNTY. Such defense and indemnity obligations shall continue beyond EMPLOYEE's service to COUNTY. If EMPLOYEE is no longer employed by the COUNTY but is called to serve as a witness, advisor or consultant regarding an action described in this section, COUNTY agrees to pay EMPLOYEE a reasonable hourly fee not less than \$175/hour plus travel and lodging expenses. This provision does not apply if EMPLOYEE is proven to have engaged in criminal conduct or conduct in violation of the law outside the course and scope of his employment.

10. Performance Review/Goal Setting. The Parties agree that civil communication from the Board of Supervisors in a productive and respectful manner will be important to EMPLOYEE's successful performance of his job duties. Accordingly, the Parties agree that the Board will invite a closed session discussion and evaluation of EMPLOYEE's performance not less frequently than annually, or as requested by EMPLOYEE, and with 30 days advanced written notice provided by COUNTY to EMPLOYEE, unless the purpose is addressing alleged wrongful conduct. All evaluations are to be in closed sessions of the Board of Supervisors as permitted by the Brown Act (Gov't Code § 54957).

11. General Provisions:

- a. Integration: The text herein shall constitute the entire Agreement between the parties and supersedes and replaces all prior oral and written agreements between COUNTY and EMPLOYEE regarding employment of EMPLOYEE. Any modification of this Agreement shall be affected only by a written document executed by both parties.
- b. Binding Effect: This agreement is binding on the parties as well as their heirs, assigns, personal representatives, and successors.
- c. Construction: This agreement is the result of the joint efforts of both parties. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party and accordingly the provision of Civil Code Section 1654 shall not apply.
- d. Severability: If any provision or portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. If, however, the effect of holding some provision of this Agreement unconstitutional, invalid, or unenforceable is that a material benefit of the Agreement to either party is lost, this Agreement may be terminated at the option of the affected party.

- e. **Jurisdiction and Venue:** This agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue for any dispute arising from or related to this agreement shall be in Lassen County, California.
- f. **Notice.** Notice pursuant to this Agreement shall be given by depositing in the custody of the US Postal Service, first-class postage prepaid, addressed as follows:

**COUNTY:** Chairman of Board of Supervisors

221 S. Roop St.

Susanville, CA 96130

**EMPLOYEE:** Tony Shaw

P.O. Box 205

Susanville, CA 9613

IN WITNESS WHEREOF the Board of Supervisors of Lassen COUNTY has approved and caused this Agreement to be signed and executed by the Chairman of the Board of Supervisors and Tony Shaw has signed and executed this Agreement.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Tony Shaw

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Aaron Albaugh, Chairman  
Lassen County Board of Supervisors

Approved as to form:

By:

  
Amanda Uhrhammer  
Lassen County Counsel