

EMPLOYMENT AGREEMENT

BETWEEN

LASSEN COUNTY AND RICHARD EGAN

THIS AGREEMENT is made on the 16th day of April, 2019, by and between LASSEN COUNTY, a political subdivision of the State of California, ("COUNTY"), with administrative offices at 221 S. Roop Street, Susanville, California 96130, and Richard Egan ("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. On February 25, 2014, COUNTY hired EMPLOYEE to serve as CAO and he has faithfully served in that capacity without salary increase since; and
- D. On March 10, 2020, the contract of employment between EMPLOYEE and COUNTY will expire by its own terms; and
- E. Both COUNTY and EMPLOYEE desire that the employment relationship between the two continues; and
- F. Consequently, COUNTY, acting by and through its Board of Supervisors, extends to EMPLOYEE an opportunity to continue to serve as the Lassen County Administrative Officer; and
- G. 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 County Administrative Officer, by contract, until March 10, 2020 (original agreement plus three amendments). Upon approval of this agreement by EMPLOYEE and COUNTY, this agreement will do the following:
 - a. Terminate, by agreement of the parties, the initial employment agreement and all amendments thereto between COUNTY and EMPLOYEE; and

- b. Confirm EMPLOYEE's continued employment for COUNTY as CAO for a new term, pursuant to the terms prescribed herein, said term to begin when EMPLOYEE and COUNTY approve this agreement; and
2. **Term:** The term of this agreement shall be the date of execution of this agreement until April 16, 2022. The parties may, by mutual agreement, renew or extend the term of this agreement at any time. If the COUNTY does not intend to renew the agreement or to enter into a new agreement upon expiration of the term, COUNTY shall so notify EMPLOYEE not later than 1 year prior to this agreement's expiration (April 16, 2021). If the COUNTY does not make such notification, the term of this contract is extended one year to April 16, 2023.
3. **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.
4. **Support:** COUNTY shall provide EMPLOYEE with a private office, administrative assistant, office equipment, supplies, and other facilities and services reasonably necessary for the performance of EMPLOYEE'S duties. COUNTY shall provide EMPLOYEE with a portable computer, and internet access. No cell phone stipend shall be allowed.
5. **Personnel Rules and Regulations:** Lassen County Personnel Rules and Regulations shall apply except where superseded by this agreement.
6. **Compensation:** COUNTY agrees to compensate EMPLOYEE as follows:
 - a. Effective the first full pay period following approval of this agreement, EMPLOYEE'S annual base salary shall be set and maintained (without further action of the Board) at \$183,600.00 (representing an 8% increase). Effective the first full pay period after July 1, 2019, EMPLOYEE'S annual base salary shall be set and maintained thereafter (without further action of the Board) at \$187,000.00 (representing an additional 2% increase). Increase in salary commensurate with satisfactory performance and experience to be considered annually at time of annual performance review.
 - b. EMPLOYEE shall be entitled to a monthly car allowance of \$350.00. EMPLOYEE shall be reimbursed for mileage for out of County travel on County business in accord with Lassen County Personnel Rules and Regulations, Rule 1212.
 - c. EMPLOYEE shall be entitled to reimbursement, consistent with existing County policies, of reasonable and necessary expenses within budget, incurred by EMPLOYEE on behalf of COUNTY.

- d. EMPLOYEE shall be entitled to all benefits, rights, and privileges accorded to non-public safety County Department Heads, including longevity pay and medical 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 will pay, only in a manner consistent with county policy:
 - i. Dues for membership in professional organizations such as International City/County Management Association (ICMA) and the County Administrative Officers Association of California (CAOAC).
 - ii. COUNTY will allow time for EMPLOYEE to attend related meetings and conferences and pay the related travel and subsistence expenses for the same.
7. **Disability or Inability to Work.** In the event EMPLOYEE becomes mentally or physically incapable of performing the duties of CAO, allowing reasonable accommodation, and it reasonably appears such incapacity will last for more than six months, COUNTY may terminate EMPLOYEE without the post-termination benefits outlined in section XX of this agreement.
8. **Termination:**
- A. By EMPLOYEE: This agreement may be terminated at any time by EMPLOYEE providing advance written notice of at least ONE HUNDRED TWENTY (120) days. If EMPLOYEE chooses to exercise this option, COUNTY will continue to compensate

EMPLOYEE pursuant to this agreement until EMPLOYEE'S last day of work. No post termination benefits, within the meaning of section 9 below, are due and payable if EMPLOYEE voluntarily resigns.

- B. By COUNTY: EMPLOYEE may only be removed by three fifths vote of the Lassen County Board of Supervisors. In such a case, COUNTY will compensate EMPLOYEE thereafter pursuant to section 9 of this agreement entitled post termination benefits.

9. **Post Termination Benefits:** If EMPLOYEE is terminated pursuant to section 8 above, COUNTY shall provide EMPLOYEE with a payment equal to the total of salary and benefits for the remaining term of employment, subject to limitation by operation of California Government Code section 53260 (maximum cash settlement of which shall not exceed equivalent of 18 months salary). 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.
10. **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 in regards to an action described in this section, County agrees to pay EMPLOYEE a reasonable hourly fee not less than \$175/hour plus travel expenses.
11. **Performance Review/Goal Setting.** The Parties agree that communication will be important to Employee's successful performance of his job duties. Accordingly, the Parties agree that the Board will conduct a closed session evaluation of Employee's performance and develop CAO job goals not less than twice annually. The Board may modify, in its discretion, the frequency of these performance review/goal setting sessions.

On each annual anniversary of this Agreement, Employee and the County's Board of Supervisors shall conduct Employee's annual performance review, during which

modification of this Agreement may be discussed. The evaluation process may provide an opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results. The evaluations are to be in closed sessions of the Board of Supervisors as permitted by the Brown Act (Gov't Code § 54957).

12. General Provisions:

- a. **Integration:** This agreement contains the entire agreement of the parties regarding the employment of EMPLOYEE by COUNTY as CAO. Any prior discussions or representations between the parties are merged into this agreement. The parties may, by mutual written agreement, amend any provision of this agreement.
- 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
- d. **Severability:** If any provision of this agreement is held invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- 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:

(1) County: Chairman of Board of Supervisors
221 S. Roop St.
Susanville, CA 96130

(2) Employee: Richard Egan
P.O. Box 1432
Susanville, CA 96130

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 Richard Egan has signed and executed this Agreement.

Dated: _____

Richard Egan
“EMPLOYEE”

Dated: _____

By _____
Mr. Jeff Hemphill, Chairman
Lassen County Board of Supervisors
“COUNTY”