

EMPLOYMENT AGREEMENT BETWEEN
RICHARD EGAN AND THE COUNTY OF LASSEN

Third Amendment

The agreement entered into on February 25, 2014 between Richard Egan (EGAN) and the County of Lassen (COUNTY) is hereby amended as follows:

1. Recitals

- a. Agreement was reached between EGAN and COUNTY on or about February 25, 2014 for employment by COUNTY of EGAN for an initial period of four years; and
- b. On or about May 13, 2014, the original employment agreement of February 25, 2014 between EGAN and COUNTY was amended for the first time; and
- c. On or about October 11, 2016, the original employment agreement of February 25, 2014 between EGAN and COUNTY was amended for the second time; and
- d. EGAN has served COUNTY faithfully at all relevant times pursuant to the terms of the original employment agreement of February 25, 2014; and
- e. COUNTY has evaluated the performance of EGAN regularly during this employment relationship and now desires, based on the performance of EGAN, to extend the term of this employment agreement by one year; and
- f. COUNTY AND EGAN desire all other terms and conditions of the employment agreement of February 25, 2014, as amended on May 13, 2014, and amended again on October 11, 2016, to remain in full force and effect.

2. Amendment

- a. EGAN and COUNTY agree that the above enumerated recitals are true and correct; and
- b. EGAN and COUNTY agree that, by this second amendment, the term of the employment agreement of EGAN with COUNTY, dated February 25, 2014, found at section 2A of that document, is hereby amended to read, in its entirety:

“**Term.** The term of this Agreement shall be for a term of six (6) years (expires March 10, 2020). 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 this agreement or to enter into a new agreement upon

expiration of this term, COUNTY shall so notify EGAN no later than one (1) year prior to the agreement's expiration (March 10, 2019). If the COUNTY does not make such notification, one year will be added to the term of this agreement."

Richard Egan
County Administrative Officer
Dated:

CHRIS GALLAGHER, Chairman
Lassen County Board of Supervisors
Dated:

Approved as to Form

FEB 02 2018


LASSEN COUNTY COUNSEL

14-025

EMPLOYMENT AGREEMENT
BETWEEN RICHARD EGAN
AND THE COUNTY OF LASSEN

This Agreement is made effective February 25, 2014 by and between LASSEN COUNTY ("County") and Richard Egan ("Egan" or "Employee"), collectively referred to as the "Parties".

The Parties hereto agree as follows:

1. **Recitals.**

A. As provided by Lassen County Code § 2.06, County has created the office of Lassen County Administrative Officer (CAO). As provided by Lassen County Personnel Rules & Regulations § 2.25, the definition of County Administrative Officer contains Chief Executive Officer (CEO), herein "CAO/CEO":

B. The CAO/CEO is appointed by the Board of Supervisors of Lassen County ("Board");

C. The County requires the services of a CAO/CEO;

D. Egan has the necessary education, experience, skills and expertise to serve as the CAO/CEO;

E. The County, acting through the Board, desires to appoint and employ Egan as the Lassen CAO/CEO, and Egan desires to accept such appointment. As provided by Lassen County Code § 2.06.015, the Board elects to enter into an Employment Agreement with Egan, which provides for the terms and conditions of employment, termination, and other such matters agreed on which are not inconsistent with general law.

2. **Appointment/Employment.** The County hereby appoints and employs Egan as its CAO/CEO and Egan accepts such appointment and employment, effective March 10, 2014 (Lassen County Code § 2.06).

A. **Term.** The term of this Agreement shall be for an initial term of Four (4) years (expires March 10, 2018). The parties may, by mutual agreement, renew or extend the Term of this Agreement at anytime. If the Board does not intend to renew this Agreement or to enter into a new Agreement upon expiration of this Term, the Board shall so notify Egan not later than 1 year prior to the Agreement's expiration (i.e., March 10, 2017). If the Board does not make such notification, one year will be added to the ending term of the contract.

3. **Duties.** Employee shall have all the rights and perform the duties of the Lassen CAO/CEO as provided by law and Lassen County Code §2.06, which is attached (Exhibit A) and incorporated herein by reference. Employee is an exempt employee but is expected to engage in

those hours of work that are necessary to fulfill the obligations of the CAO/CEO position. The CAO/CEO work schedule each day and week may vary at the discretion of the CAO/CEO in accordance with the work required to be performed.

The 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 also provide Employee with a portable computer, and internet access. Under this Agreement, no cell phone allowance is permitted. In addition, no community service membership dues are covered by the County.

4. **Disability or Inability to Work.** In the event the Employee becomes mentally or physically incapable of performing the CAO/CEO functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the Board of Supervisors may terminate Employee without post-termination benefits outlined in Section 10.

5. **Rules and Regulations.** Lassen County Rules and Regulations shall apply to Employee except where in conflict with the terms of this Agreement; in that event, this Agreement shall control and supersede any such conflict.

6. **Compensation.** County agrees to compensate Employee as follows:

A. **Base Salary.** Employee's initial annual salary shall be set at \$170,000 through March 10, 2016. Additional increases may be granted upon Board approval.

B. **Expenses.** Employee shall be entitled to reimbursement, consistent with existing County policies, of reasonable and necessary expenses within budget, incurred by Employee on behalf of the County.

7. **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/CEO job goals not less than once per quarter. 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).

8. **Benefits.**

A. **Medical and Other Benefits.** Employee shall be entitled to all benefits, rights, and privileges afforded to non-public safety County Department Heads 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. Optionally, in lieu of these benefits, Egan may request, and shall be paid an amount equal to one half the cash value of medical benefits to be utilized for deferred compensation.

B. **Leave Allowance.** 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 Heads. Employee shall be given 160 hours of vacation credit and 160 hours of sick leave effective upon the commencement of employment. Employee shall be paid for any unused accrued vacation in excess of 160 hours upon either voluntary or involuntary termination of employment. Accrued sick leave is not compensable upon termination of employment.

C. **Retirement.** The County contracts with the California Public Employees' Retirement System (PERS) for retirement benefits. The 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. Applicable PERS retirement formulas shall be those applicable to newly hired non-public safety County Department Heads on commencement of employment.

D. **Bargaining Unit.** Egan agrees to meet and confer to modify existing health benefits for the CAO bargaining unit within his first year of employment. To this end, the desired outcome is a reduction of benefits equaling the same level as appointed non-public safety Department Heads.

9. **Professional Development.** In addition to work related expenses reimbursable to appointed Department Heads, County will pay:

A. **Professional Organizations.** Dues for membership in professional organizations such as the International City/County Management Association (ICMA) and the County Administrative Officers Association of California (CAOAC) shall be paid by County and County will allow reasonable time for attendance and pay for reasonable tuition or registration costs, travel and subsistence expenses for same, within budget. Employee shall be permitted, within budget, to attend relevant management and County government organization and association meetings and conferences in order to further the County's interests in, and through, such

management; and to develop and maintain personal contacts beneficial to the County with government, management and political leaders as well as community leaders who affect the County.

10. **Post Termination Benefits.** The benefits described below shall be paid to Employee when his/her employment is terminated:

A. County shall provide Employee with a payment equal to the remaining term of contract salary and benefits at the then current rate of pay.

B. The parties hereto agree that payment of the post-termination benefits described herein is in lieu of unemployment benefits that might otherwise be applicable or available to employee during the first three (3) months following Termination. Employee agrees that during the first three (3) month period following Termination, Employee is not eligible for, and shall not apply for, unemployment benefits. Following said three (3) month period, Employee's eligibility, if any, for unemployment benefits shall be subject to the determinations of the Employment Development Department ("EDD").

C. If Employee is terminated because of a conviction of a felony, County is not obligated to pay the post-termination benefits under this section.

11. **Resignation.** Employee may voluntarily resign his/her position with the County by providing a minimum of 120 days written notice thereof. No post-termination benefits (§ 10) shall be due or payable if Employee voluntarily resigns his/her employment with the County.

12. **Defense and Indemnity.** 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.

13. **Car Allowance.** During Employee's employment, the County shall pay to Employee a monthly car allowance of \$350. 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.

14. **Severability.** If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

15. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue for any dispute arising from or related to this Agreement shall be in Lassen County, California.

16. **Entire Agreement.** This Agreement contains the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by written agreement of the Parties.


17. **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 as duly attested by the County Clerk, and Richard Egan has signed and executed this Agreement.

Richard Egan

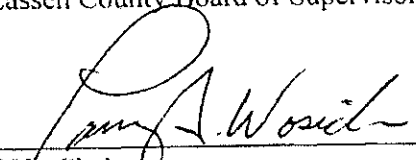


Employee

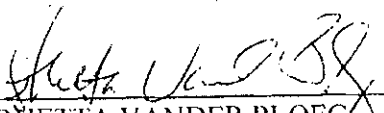
Date: 3-4-14

Lassen County Board of Supervisors

Date: 3/4/14


BY: Chairman

APPROVED AS TO FORM:


RHETTA VANDER PLOEG
County Counsel

ATTACHMENTS:

Exhibit A: County Code § 2.06

LASSEN COUNTY CODE 2.06: COUNTY ADMINISTRATIVE OFFICER

JOB DESCRIPTION:

(a) With the exception of the fair department, the county administrative officer shall supervise for the board and administer all county offices, departments and entities over which the board has responsibility and control through its power of appointment.

(b) The county administrative officer's duties, powers and responsibilities shall include, but are not limited to, the following:

(1) The county administrative officer shall be responsible to the board for the administration of county offices, departments, and institutions as set forth in subsection (a) of this section. He or she shall be responsible for the coordination of the work of all elective and appointive county offices, departments, and institutions in areas which are the concern and responsibility of the board. He or she may make such studies and investigations which he or she believes are necessary or desirable and shall make any study or investigation the board requests. He or she shall make recommendations to the board which he or she believes will result in greater efficiency and economy in the administration of county affairs. To enable the county administrative officer to carry out such responsibilities, he or she may require reports from any office, department head, or other entity.

(2) Unless otherwise prescribed by statute, ordinance or resolution, the county administrative officer shall appoint appointed department heads. The county administrative officer will consult with the board, in closed session, prior to dismissing or demoting an appointed department head.

(3) The county administrative officer shall recommend an annual county budget. In concert with the county auditor, he or she shall review departmental budget requests and shall enter recommendations for each departmental budget along with the requests. After the county administrative officer has submitted the recommended budget to the board, the board shall review the recommendations and the departmental requests, make any changes believed to be advisable, and adopt the preliminary budget in the manner provided by law.

(4) After the final county budget has been adopted by the board, the county administrative officer shall administer the budget and exercise continuous budgetary control. In concert with the county auditor, he or she shall review all requests for appropriation transfers, and none shall be approved or disapproved by the board until he or she make a recommendation to the board. He or she shall supervise expenditure of all elective and appointive offices, departments, and institutions. He or she may disapprove proposed expenditures whether or not they have been included in the budget. The county administrative officer may recommend to the board the establishment of a budgetary allotment system and such other expenditure controls which he or she believes to be necessary or desirable.

(5) The county administrative officer shall review all requests for new positions and classifications or reclassifications, and none shall be approved or disapproved by the board until the county administrative officer has made a recommendation to the board on the position involved. The county

administrative officer shall recommend to the board procedures which he or she believes will result in a more efficient personnel program. Unless otherwise provided for by law, the county administrative officer is the appointing authority for all county positions.

(6) The county administrative officer shall attend the meetings of the board and may participate in the discussion of any matter but shall have no vote.

(7) The county administrative officer shall represent the board in the county's intergovernmental relationships in accordance with board policies and instructions. When directed, the county administrative officer shall represent the board in dealing with individuals or groups concerned with county affairs.

(8) The county administrative officer shall evaluate the on-the-job performance of each appointed department head at least once annually.

(9) The county administrative officer shall be responsible for the labor relations program of the county.

(10) The county administrative officer shall coordinate the planning for the design and construction of physical facilities and the assignment of space required for county services. He or she shall prepare, and keep current, a capital improvement plan, including recommended methods for financing for adoption by the board.

(11) The county administrative officer is responsible for the purchasing program for the county and is designated its purchasing agent.

(12) Authority, but not responsibility, for the duties assigned to the county administrative officer may be delegated. Delegation will be in writing with limitations and copied to the board.

(13) During absences from the county, the county administrative officer will appoint an acting county administrative officer from among the appointed department heads. When an absence from the county is for more than thirty days, or, for disciplinary or investigative reasons, the board will appoint an acting county administrative officer which may or may not be an appointed department head. (Ord. 473-E § 2, 2000; Ord. 473-C §§ 2, 3, 1998; Ord. 473-B § 2, 1997).

14-018

**EMPLOYMENT AGREEMENT
BETWEEN
RICHARD EGAN AND THE COUNTY OF LASSEN
AMENDMENT**

THIS AGREEMENT by and between the County of Lassen, herein called "COUNTY", and Richard Egan hereinafter called "EGAN" or "EMPLOYEE" is hereby amended on this 13th day of May, 2014.

WITNESSETH:

WHEREAS, the COUNTY and EMPLOYEE entered into an Agreement on the 25th of February, 2014,

WHEREAS Lassen County Code § 2.06, has created the office of Lassen County Administrative Officer (CAO). As provided by Lassen County Personnel Rules & Regulations § 2.25, the definition of County Administrative Officer contains Chief Executive Officer (CEO), herein "CAO/CEO";

WHEREAS the COUNTY, acting through the Board, appointed and employed EGAN as the Lassen CAO/CEO and EGAN accepted such appointment. As provided by Lassen County Code § 2.06.015, the Board elected to enter into an Employment Agreement with EGAN, which provides for the terms and conditions of employment, termination, and other such matters agreed on which are not inconsistent with general law.

NOW, THEREFORE, the parties to this Agreement hereby agree as follows:

1. Section 8, Item A. Medical and Other Benefits is amended as follows:

EMPLOYEE agrees to reduce CAO medical benefits to a maximum of \$655/month contribution to California Public Employees' Retirement System (PERS) medical benefits. In lieu benefits shall be effective prospectively upon request.

2. Section 8, Item B. Leave Allowance is amended as follows:

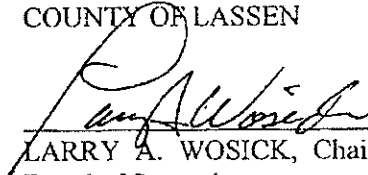
COUNTY will recognize 298 hours accrued as sick leave during service prior to election as Treasurer/Tax Collector, and delete 160 hours sick leave credit contained in original agreement.

3. All references to CAO/CEO shall be changed to County Administrative Officer.
4. Section 8, Item D. Bargaining Unit is satisfied.

All other terms and conditions of the original contract shall remain unchanged and in effect as written.

COUNTY OF LASSEN

Dated: 6-16-14


LARRY A. WOSICK, Chairman, Lassen County
Board of Supervisors

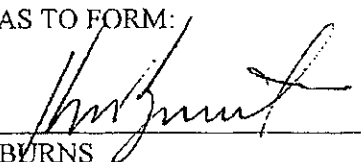
RICHARD EGAN

Dated: 6-12-14


Employee

APPROVED AS TO FORM:

Dated: 6-12-14


ROBERT M. BURNS
County Counsel

16-205

EMPLOYMENT AGREEMENT BETWEEN
RICHARD EGAN AND THE COUNTY OF LASSEN

Second Amendment

The agreement entered into on February 25, 2014 between Richard Egan (EGAN) and the County of Lassen (COUNTY) is hereby amended as follows:

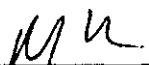
1. Recitals

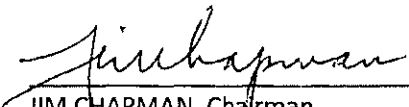
- a. Agreement was reached between EGAN and COUNTY on or about February 25, 2014 for employment by COUNTY of EGAN for an initial period of four years; and
- b. On or about May 13, 2014, the original employment agreement of February 25, 2014 between EGAN and COUNTY was amended; and
- c. EGAN has served COUNTY faithfully at all relevant times pursuant to the terms of the original employment agreement of February 25, 2014 and the amendment of May 13, 2014; and
- d. COUNTY has evaluated the performance of EGAN regularly during this employment relationship and now desires, based on the performance of EGAN, to extend the initial term of the agreement by one year; and
- e. COUNTY AND EGAN desire all other terms and conditions of the initial employment agreement of February 25, 2014, and the amendment of May 13, 2014 remain in full force and effect.

2. Amendment

- a. EGAN and COUNTY agree that the above enumerated recitals are true and correct; and
- b. EGAN and COUNTY agree that, by this second amendment, the term of the initial employment agreement of EGAN with COUNTY, dated February 25, 2014, found at section 2A of that document, is hereby amended to read, in its entirety:

"Term. The term of this Agreement shall be for an initial term of five (5) years (expires March 10, 2019). 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 this agreement or to enter into a new agreement upon expiration of this term, COUNTY shall so notify EGAN no later than one (1) year prior to the agreement's expiration (March 10, 2018). If the COUNTY does not make such notification, one year will be added to the term of this agreement."


Richard Egan
County Administrative Officer
Dated: 10-11-16


JIM CHAPMAN, Chairman
Lassen County Board of Supervisors
Dated: