

EMPLOYMENT AGREEMENT

BETWEEN

LASSEN COUNTY AND ROBERT M. BURNS

THIS AGREEMENT is made on the _____ day of _____, 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 Robert M. Burns ("EMPLOYEE"), an individual.

This agreement is made with reference to the following facts:

- A. As provided by Lassen County Code, section 2.08.010, COUNTY has created the office of the Lassen County Counsel. The Lassen County Counsel is appointed by the Board of Supervisors of Lassen County; and
- B. On May 16, 2014, there was a vacancy in the office of the Lassen County Counsel to which EMPLOYEE was appointed and has faithfully served since; and
- C. On May 16, 2019, the contract of employment between EMPLOYEE and COUNTY will expire by its own terms; and
- D. Both COUNTY and EMPLOYEE desire that the employment relationship between the two continues; and
- E. Consequently, COUNTY, acting by and through its Board of Supervisors, desires to appoint and employ EMPLOYEE as the Lassen County Counsel for a new four year term; and
- F. EMPLOYEE desires to accept this new appointment as the Lassen County Counsel.

The parties agree as follows:

1. **Position:** EMPLOYEE currently holds the position of County Counsel, by contract, until May 16, 2019. 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 between COUNTY and EMPLOYEE (said agreement dated April 24, 2014); and
 - b. Reappoint EMPLOYEE as County Counsel for a new four year term, defined by the terms of this agreement, said term to begin when EMPLOYEE and COUNTY approve this agreement; and

2. **Term:** The term of this agreement shall be four years, as required by law, and provided by Government Code § 27641, The parties may, by mutual agreement, renew or extend the term of this agreement at any time.
3. **Duties:** EMPLOYEE shall have all the rights and perform the duties of the Lassen County Counsel as provided by law and Lassen County Code section 2.08.040. Employee is an exempt employee but is expected to engage in those hours that are necessary to fulfill the obligations of the County Counsel position.
4. **Personnel Rules and Regulations:** Lassen County Personnel Rules and Regulations shall apply except where superseded by this agreement.
5. **Compensation:** COUNTY agrees to compensate EMPLOYEE as follows:
 - a. EMPLOYEE'S annual base salary shall be set and maintained (without further action of the Board) at no less than seventy percent (70%) of the salary payable to a California Superior Court Judge. 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 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.
 - c. 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.
 - d. 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.
 - e. In addition to those work-related expenses reimbursable to appointed Department Heads, COUNTY will pay, only in a manner consistent with county policy:
 - i. California Bar Association dues and allow time for attendance and pay reasonable tuition, travel and subsistence for continuing legal education for EMPLOYEE to maintain license as an attorney in California.

- ii. Dues for membership in professional organizations such as the County Counsel's Association of California, and allow time for EMPLOYEE to attend related meetings and conferences and pay the related travel and subsistence expenses for the same.

6. Termination:

- a. By EMPLOYEE: This agreement may be terminated at any time by EMPLOYEE providing advance written notice of at least ninety (90) 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.
 - b. By COUNTY: EMPLOYEE may only be removed for cause as provided by law. In such a case, COUNTY will continue to compensate EMPLOYEE pursuant to this agreement only until the date of removal.
 - c. If EMPLOYEE resigns following an offer to accept resignation, whether formal or informal, by COUNTY as the representative of the majority of the Board of Supervisors that the EMPLOYEE resign, then the EMPLOYEE may declare a termination as of the date of the offer. In such a case, COUNTY agrees to compensate EMPLOYEE pursuant to this agreement for a period of three months following such agreement date.
7. **Indemnification:** COUNTY shall, to the maximum extent permitted by law, indemnify and hold EMPLOYEE harmless for any acts or decisions made in good faith while performing services for COUNTY. To the same extent, COUNTY will pay, and subject to any legal limitations, advance all expenses, including reasonable attorney fees and costs, actually and necessarily incurred by EMPLOYEE in connection with the defense of any action, suit or proceeding and in connection with any appeal, which has been brought against EMPLOYEE by reason of EMPLOYEE's service as an officer or agent of COUNTY. Such expense payments shall continue beyond EMPLOYEE's service to the COUNTY and COUNTY agrees to pay EMPLOYEE reasonable consulting fees of not less than EMPLOYEE's final base salary per day plus travel expenses when EMPLOYEE serves as a witness, advisor, or consultant regarding the pending proceeding.
8. **Outside Activities:** EMPLOYEE will not engage in any outside activities that will interfere with or constitute a conflict of interest with EMPLOYEE's duties as Lassen County Counsel. EMPLOYEE is not prohibited, pursuant to this agreement, from undertaking limited teaching, consulting, or other business opportunities.
9. **Performance Evaluation:** Not less than annually, EMPLOYEE and the COUNTY's Board of Supervisors shall review EMPLOYEE's performance, during which modification of terms of employment may be discussed. At a minimum, the evaluation process shall include 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. These

evaluations are to be in closed sessions of Board of Supervisors as permitted by the Brown Act (Gov. C. 54957).

10. General Provisions:

- a. Integration: This agreement contains the entire agreement of the parties regarding the employment of EMPLOYEE by COUNTY as Lassen County Counsel. 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.

11. Signatures:

Dated: _____

Robert M. Burns
"EMPLOYEE"

Dated: _____

By _____
Jeff Hemphill, Chairman
Lassen County Board of Supervisors "COUNTY"

EMPLOYMENT AGREEMENT

BETWEEN

LASSEN COUNTY AND ROBERT M. BURNS

THIS AGREEMENT is made on the 22nd day of April, 2014, 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 Robert M. Burns ("EMPLOYEE"), an individual.

This agreement is made with reference to the following facts:

- A. As provided by Lassen County Code, section 2.08.010, COUNTY has created the office of the Lassen County Counsel. The Lassen County Counsel is appointed by the Board of Supervisors of Lassen County; and
- B. On May 16, 2014, there will be a vacancy in the office of the Lassen County Counsel; and
- C. Robert M. Burns is an attorney at law (California State Bar No. 162961), licensed to practice in all the courts of the State of California since 1993, and has the necessary education, experience, skills and expertise to serve as the County Counsel; and
- D. COUNTY, acting by and through its Board of Supervisors, desires to appoint and employ Robert M. Burns as the Lassen County Counsel; and
- E. Robert M. Burns desires to accept appointment as the Lassen County Counsel.

The parties agree as follows:

1. **Position:** The Lassen County Board of Supervisors agrees to appoint and employ Robert M. Burns as the Lassen County Counsel effective May 16, 2014. COUNTY is aware that, as of May 16, 2014, EMPLOYEE also serves as elected Lassen County District Attorney. COUNTY is aware that EMPLOYEE has a legal right to continue to serve as elected Lassen County District Attorney until this elected term ends, by operation of law, approximately January 1, 2015. COUNTY is aware and accepts that EMPLOYEE will be serving in both capacities, County Counsel and District Attorney, from the date of effectiveness of this agreement until such time as EMPLOYEE resigns from the position of District Attorney or this term ends by operation of law, whichever comes first. Thereafter, EMPLOYEE will serve as County Counsel only, pursuant to the provisions of this agreement.

2. **Term:** The term of this agreement shall be as provided by Government Code § 27641, i.e., initial term of four (4) years (expires May 16, 2018). 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 (May 16, 2017). If the COUNTY 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 County Counsel as provided by law and Lassen County Code section 2.08.040. Employee is an exempt employee but is expected to engage in those hours that are necessary to fulfill the obligations of the County Counsel position.
4. **Personnel Rules and Regulations:** Lassen County Personnel Rules and Regulations shall apply except where superseded by this agreement.
5. **Compensation:** COUNTY agrees to compensate EMPLOYEE as follows:
 - a. EMPLOYEE'S annual base salary shall be set and maintained (without further action of the Board) at no less than seventy percent (70%) of the salary payable to a California Superior Court Judge (At present $181,282.00 \times .70 = 126,897.00$). This agreement shall be automatically amended to reflect any salary adjustments provided to California Superior Court Judges. 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 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.
 - c. 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 100 hours of vacation credit, 40 hours of administrative leave and 32 hours of personal leave effective upon the commencement of employment. EMPLOYEE shall be paid for any unused accrued vacation in excess of 100 hours upon either voluntary or involuntary termination of employment. County will recognize and credit EMPLOYEE 349.66 hours of sick leave which EMPLOYEE accrued during the period he was employed by COUNTY as a deputy district attorney which EMPLOYEE never used.
 - d. 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.

- e. In addition to those work-related expenses reimbursable to appointed Department Heads, COUNTY will pay, only in a manner consistent with county policy:
 - i. California Bar Association dues and allow time for attendance and pay reasonable tuition, travel and subsistence for continuing legal education for EMPLOYEE to maintain license as an attorney in California.
 - ii. Dues for membership in professional organizations such as the County Counsel's Association of California, and allow time for EMPLOYEE to attend related meetings and conferences and pay the related travel and subsistence expenses for the same.
 - iii. Pursuant to this agreement, EMPLOYEE is not asking for, and COUNTY will not agree to, payment or reimbursement for payment to a service club or service organization for any membership fees or fines associated with EMPLOYEE'S membership in such organization.
- f. EMPLOYEE agrees that the compensation provisions of the agreement will not take effect until such time as EMPLOYEE no longer serves as Lassen County District Attorney.

6. Termination:

- a. By EMPLOYEE: This agreement may be terminated at any time by EMPLOYEE providing advance written notice of at least ninety (90) 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.
- b. By COUNTY: EMPLOYEE may only be removed for cause as provided by law. In such a case, COUNTY will continue to compensate EMPLOYEE pursuant to this agreement only until the date of removal.
- c. If EMPLOYEE resigns following an offer to accept resignation, whether formal or informal, by COUNTY as the representative of the majority of the Board of Supervisors that the EMPLOYEE resign, then the EMPLOYEE may declare a termination as of the date of the offer. In such a case, COUNTY agrees to compensate EMPLOYEE pursuant to this agreement for a period of three months following such agreement date.

- 7. **Indemnification:** COUNTY shall, to the maximum extent permitted by law, indemnify and hold EMPLOYEE harmless for any acts or decisions made in good faith while performing services for COUNTY. To the same extent, COUNTY will pay, and subject to any legal limitations, advance all expenses, including reasonable attorney fees and

costs, actually and necessarily incurred by EMPLOYEE in connection with the defense of any action, suit or proceeding and in connection with any appeal, which has been brought against EMPLOYEE by reason of EMPLOYEE's service as an officer or agent of COUNTY. Such expense payments shall continue beyond EMPLOYEE's service to the COUNTY and COUNTY agrees to pay EMPLOYEE reasonable consulting fees of not less than EMPLOYEE's final base salary per day plus travel expenses when EMPLOYEE serves as a witness, advisor, or consultant regarding the pending proceeding.

8. **Outside Activities:** EMPLOYEE will not engage in any outside activities that will interfere with or constitute a conflict of interest with EMPLOYEE's duties as Lassen County Counsel. EMPLOYEE is not prohibited, pursuant to this agreement, from undertaking limited teaching, consulting, or other business opportunities.
9. **Performance Evaluation:** Not less than annually, EMPLOYEE and the COUNTY's Board of Supervisors shall review EMPLOYEE's performance, during which modification of terms of employment may be discussed. At a minimum, the evaluation process shall include 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. These evaluations are to be in closed sessions of Board of Supervisors as permitted by the Brown Act (Gov. C. 54957).

10. **General Provisions:**

- a. **Integration:** This agreement contains the entire agreement of the parties regarding the employment of EMPLOYEE by COUNTY as Lassen County Counsel. 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.

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11. Signatures:

Dated: _____

4-23-14

Dated: _____

4/22/14

Robert M. Burns
"EMPLOYEE"

By _____

Larry Wosiek, Chairman

Lassen County Board of Supervisors "COUNTY"