EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 23rd day of April 2017, by and between the **COUNTY OF SISKIYOU**, a political subdivision of the State of California (hereinafter “COUNTY”) and **ALLAN CALDER** (hereinafter “CALDER”).

WHEREAS, the Director of Community Development is appointed by the COUNTY Board of Supervisors in accordance with the Siskiyou County Code Chapter Section 2-36.01; and,

WHEREAS, the COUNTY Board of Supervisors desires to appoint CALDER as Director of Community Development Agency of the COUNTY effective April 23, 2017; and,

WHEREAS, the County Board of Supervisors desires to establish a contract for the Director of Community Development Agency of the County; and

WHEREAS, CALDER desires to serve as Director of Community Development Agency of the COUNTY; and,

WHEREAS, the COUNTY Board of Supervisors and CALDER wish to memorialize the terms and conditions of employment; and,

WHEREAS, both Parties desire to create conditions which will contribute to the mutual success of this employment relationship.

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Appointment. Pursuant to Chapter 36, Section 2-36.01 of the

Siskiyou County Code, the COUNTY Board of Supervisors hereby appoints CALDER to

the position of Director of Community Development Department.

2. Professional Performance. CALDER shall perform the duties of Director

of Community Development Agency as set forth in the Siskiyou County Code, as it now provides or may hereafter be amended, and such other duties as may be prescribed by COUNTY’s Board of Supervisors, or by law, in a professional manner and to the satisfaction of COUNTY’s Board of Supervisors.  
CALDER may pursue professional development, including but not limited to national, regional, state and local conferences and government groups and committees subject to approval by the Board of Supervisors. Authorized memberships shall include the annual dues for, paid for by the County.

3. Performance Evaluation.

A. COUNTY’s Board of Supervisors in conjunction with the County Administrator shall conduct an annual performance review of CALDER.

B. At the time of the annual evaluation, the COUNTY’s Board of Supervisors in conjunction with the County Administrator and CALDER will set goals and objectives that they determine necessary for the proper operation of the Community Development Agency and shall further establish a relative priority among those various goals and objectives. Said goals, objectives and priorities will be memorialized in writing. The goals and objectives shall generally be attainable, within the time frame and budgetary resources provided.

4. Other Terms and Conditions of Employment. The COUNTY’s Board of

Supervisors shall fix any other terms and conditions of employment in writing, as it may determine from time to time, relating to the performance of CALDER, provided such terms and conditions are not inconsistent with provisions of this agreement or the law.

5. Tenure.

(a) CALDER shall serve solely at the will and pleasure of the COUNTY Board of Supervisors and CALDER expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing, except as expressly provided in this Agreement. Tenure in the position of Director of Community Development Agency is that which is provided by the terms of this Agreement.

(b) CALDER acknowledges, understands and warrants that CALDER shall have no further right or claim to employment after termination of the employment relationship between COUNTY and CALDER, and that no other document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term of this Agreement or otherwise grant CALDER any right or claim to continued employment with the COUNTY. This warranty has been relied upon by COUNTY as a material inducement to enter into this Agreement and, in the absence thereof, COUNTY would not have entered into this Agreement.

6. Resignation and Termination.

(a) CALDER may terminate his employment at any time by delivering to COUNTY’s Board of Supervisors his written resignation. CALDER agrees to give the COUNTY at least thirty (30) days written notice prior to the effective date of his resignation. Such resignation shall be irrevocable unless the parties mutually agree to allow the resignation to be revoked.

(b) CALDER acknowledges that the COUNTY’s Board of Supervisors, with a three-fifths (3/5) majority vote, may at any time terminate CALDER’s employment relationship with the COUNTY upon thirty (30) days prior written notice as authorized by Chapter 36, Section 2-36.03 of the Siskiyou County Code.

(c) Any meeting to consider the termination of CALDER by the COUNTY’s Board of Supervisors shall be held in closed session and any action to terminate CALDER shall be reported out in a public meeting as required by law. In recognition of CALDER’s professional status and integrity, CALDER and the COUNTY’s Board of Supervisors shall prepare a joint public statement which is mutually agreeable to both Parties and shall be made by the COUNTY’s Board of Supervisors at the public meeting at which any termination action taken in closed session is reported. The joint press statement shall not contain any text or information that would be disparaging to either Party.

7. Salary

(a) The COUNTY shall pay CALDER a salary of $109,000.00 per annum for his services, payable in installments at the same time as other Department Heads of the County are paid and subject to legally required withholding commencing as of the first day of appointment.

(b) COUNTY Board of Supervisors may increase CALDER’s salary by Minute Order. Additionally, should CALDER accomplish the goals established by the Board of Supervisors and County Administrator, he will be eligible for up to a 5% pay increase effective the first full pay period in April 2018.

(c) The salary established by this Agreement shall not be decreased.

8. Benefits

(a) The COUNTY shall provide CALDER the same benefits as are now provided to the Appointed Department Heads, including but not limited to Family Care & Medical Leave, Bereavement Leave, Employees Assistance Program, Health, Dental, Vision Life & Disability Insurance, Administrative Leave, Holiday pay, CalPERS retirement and retiree health insurance but excluding cost of living adjustments.

(b) CALDER shall accrue vacation leave at the rate of one hundred sixty (160) hours per year (Ten (10) year service accrual rate). Vacation leave shall have an accumulation limit of 312 hours, enforced on the first pay period in January of each year.

CALDER shall be credited with 80 hours of vacation leave at the time of appointment.

(c) All accumulated vacation on record shall be paid at the time of separation from employment.

(d) CALDER shall be credited with 40 hours of sick leave at the time of appointment and shall accrue sick leave in accordance with County Sick Leave Policy 7.9.

9. Nonassignability and Nondelegability. CALDER shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions.

10. Compliance with Law.

(a) CALDER shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of CALDER resulting in conviction of a public offense involving moral turpitude or a withholding of services under this Agreement shall constitute a material breach of this Agreement relieving COUNTY of any and all obligations hereunder.

(b) CALDER shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. CALDER shall remain in the exclusive employment of COUNTY during the term of this Agreement. Prior to performing any services under this Agreement and annually thereafter, CALDER shall complete all disclosure forms required by law.

11. Merger. This writing is intended both as the final expression of the agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the employment agreement between COUNTY and CALDER. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Indemnification. COUNTY shall defend and indemnify CALDER against all claims and liabilities arising within the course and scope of his employment as set forth in Division 3.6 of Title 1 of the California Government Code (commencing with section 810).

13. Notices. Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO COUNTY: Board of Supervisors

County of Siskiyou

311 Fourth Street

Yreka, CA 96097

TO CALDER: ALLAN CALDER

C/O County of Siskiyou

P. O. Box 750/1312 Fairlane

Yreka, CA 96097

14. Relocation Reimbursement. The COUNTY will reimburse CALDER up to $3,000 for expenses associated with relocation. Reimbursement will only occur after CALDER has submitted original receipts for such relocation expenses and a claim to the Auditor’s office. The reimbursement will be paid through payroll and taxed according to state and federal guidelines.

15. Implementation of Agreement. COUNTY’s Board of Supervisors shall take all actions as required by law in order to implement the terms and conditions set forth in this Agreement.

16. Superseding of Agreement. This Agreement shall supersede and take precedence over any and all prior agreements, written or oral.

COUNTY OF SISKIYOU

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Michael N. Kobseff, Chair

Board of Supervisors

ATTEST:

COLLEEN SETZER, CLERK

Board of Supervisors

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ALLAN CALDER