EMPLOYMENT AGREEMENT

THIS AGREEMENT, to be made effective on the 23rd day of April 2017, by and between the COUNTY OF SISKIYOU, a political subdivision of the State of California (hereinafter “COUNTY”) and Bradley Wayne Sullivan (hereinafter “SULLIVAN”).

WHEREAS, the County Counsel is appointed by the COUNTY Board of Supervisors in accordance with Government Code 27640; and,

WHEREAS, the COUNTY Board of Supervisors desires to appoint SULLIVAN as County Counsel of the COUNTY; and,

WHEREAS, the County Board of Supervisors desires to establish a contract for the County Counsel of the County; and

WHEREAS, the COUNTY Board of Supervisors and SULLIVAN 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 Government Code section 27640, the COUNTY Board of Supervisors hereby appoints SULLIVAN to the position of County Counsel from the effective date hereof until April 20, 2021.
2. Residency. In making this appointment, pursuant to SULLIVAN’S request, the County waives the residency requirement of Government Code section 24001.

3. Duties. SULLIVAN shall perform the functions and duties associated with the public office of County Counsel as provided by law (Government Code Section 27640 through 27648) and as specified in the County of Siskiyou “County Counsel” position description previously approved by the Siskiyou County Board of Supervisors and incorporated herein by reference, and to perform other legally permissible and proper duties and functions of the County Counsel’s office from time to time as may be assigned by the Board of Supervisors.

SULLIVAN 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.

4. Performance Evaluation.

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

B. At the time of the annual evaluation, the COUNTY’s Board of Supervisors and SULLIVAN will set goals and objectives they determine necessary for the proper operation of the County Counsel Office and shall further establish a relative priorities among those various goals and objectives. Said goals, objectives and priorities will be memorialized in writing. It is the mutual expectation of the parties that the established goals and objectives shall generally be attainable within the time frames to be stated and budgetary resources to be provided.

C. In effecting the provisions of this Section, the COUNTY and SULLIVAN agree to abide by the provisions of applicable law.

5. 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 SULLIVAN, provided such terms and conditions are not inconsistent with provisions of this Agreement or the applicable law.

6. Tenure/Removal from Office.

(a) SULLIVAN agrees to remain in exclusive employ of COUNTY until April 20, 2021 and further agrees to accept no other employment that may conflict with SULLIVAN’S performance of his resulting duties as herein stated until this termination date, except as expressly otherwise herein provided.

(b) SULLIVAN may be removed at any time in accordance with Government Code section 27641, in which case this agreement shall terminate.

(b) SULLIVAN acknowledges, understands and warrants that SULLIVAN shall have no further right or claim to employment after termination of the employment relationship between COUNTY and SULLIVAN, 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 SULLIVAN any right or claim to continued employment with the COUNTY. This warranty and representation 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.

7. Resignation.

(a) SULLIVAN may resign his employment at any time by delivering to COUNTY’s Board of Supervisors his written resignation. SULLIVAN agrees to give the COUNTY at least sixty (60) 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.

8. Salary

(a) The COUNTY shall pay SULLIVAN a salary of $155,000.00 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. Notwithstanding any other provisions of this contract, the COUNTY’s Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to SULLIVAN during the term of this contract.

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

9. Benefits

(a) The COUNTY shall provide SULLIVAN the same benefits as are now provided in the Appointed Department Heads Salary and Benefits Resolution, including but not limited to health, dental, vision, deferred compensation, holiday, administrative leave, CalPERS retirement and retiree health insurance but excluding annual cost of living adjustments, as may be increased periodically by the Board of Supervisors in its sole discretion.

(b) SULLIVAN 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 the first full pay period of January each year.

SULLIVAN 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) SULLIVAN 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.

(e) Paid Family Care & Medical Leave and Bereavement leave will be available to Sullivan in accordance with County policy.

10. Nonassignability and Nondelegability. SULLIVAN shall not, during the term of

this Agreement, make any assignment or delegation of any of its provisions.

11. Compliance with Law.

(a) SULLIVAN shall, during his employment hereunder, comply with all laws

and regulations applicable to such employment. Any act or omission

of SULLIVAN 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) SULLIVAN 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. SULLIVAN 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, SULLIVAN shall complete all disclosure forms required by law.

12. Integration; Amendments. This writing is intended both as the final expression of any and all prior agreements between the Parties hereto, whether orally or in writing, with respect to the included terms and as a complete and exclusive statement of the terms of the employment agreement between COUNTY and SULLIVAN. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. Indemnification. COUNTY shall defend and indemnify SULLIVAN 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).

14. Notices. Any notices required by this Agreement shall be in writing and 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 SULLIVAN: Bradley Wayne Sullivan

CAO County of Siskiyou

P. O. Box 750/1312 Fairlane

Yreka, CA 96097

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.

WHEREFORE, this agreement is executed and made effective on the date first above stated herein, as follow.

//Signatures on following page

COUNTY OF SISKIYOU

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

Michael N. Kobseff, Chair

Board of Supervisors

ATTEST:

COLLEEN SETZER, CLERK

Board of Supervisors

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

Deputy

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

Bradley Wayne Sullivan

APPROVED AS TO LEGAL FORM

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

James Underwood

Interim County Counsel