

EMPLOYMENT AGREEMENT

AMENDMENT #1

This Amendment #1 to the Employment Agreement (“Agreement”) dated February 20, 2018, by and between the COUNTY OF SISKIYOU, a political subdivision of the State of California (hereinafter “COUNTY”) and Edward J Kiernan (hereinafter “KIERNAN”) will be made binding upon all parties hereto on the 1st day of March, 2022.

WHEREAS, all terms and conditions of the Agreement will remain in full force and effect with the exception of; Section 1. *Appointment*, Section 7. *Resignation*, Section 8. *Salary*, Section 9.(b) and 9.(d) *Benefits*, and Section 14. *Notices*; and

WHEREAS, pursuant to this Amendment #1, Section 1. *Appointment*, Section 7. *Resignation* and Section 8. *Salary*, and Section 14. *Notices*, will be replaced in their entirety with language as stated below; and

WHEREAS, pursuant to this Amendment #1, Section 9.(b) *Benefits*, is amended with deletion of language only and Section 9.(d) *Benefits* will be replaced in its entirety with language as stated below. All remaining Section 9. *Benefits* Agreement language remains in full force and effect; and

WHEREAS, the amendments are as follows:

1. Appointment. Pursuant to Government Code section 27640, the COUNTY Board of Supervisors hereby reappoints KIERNAN to the position of County Counsel for a new term beginning March 1, 2022 through and including February 28, 2026.

7. Resignation.

(a) KIERNAN may resign his employment at any time by delivering to COUNTY's Board of Supervisors his written resignation. KIERNAN 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.

8. Salary

(a) Effective March 6, 2022 KIERNAN's annual base salary shall be increased by 4% from \$200,000 to \$208,000; and

(b) Effective February 5, 2023 KIERNAN's annual base salary shall be increased by 3% from \$208,000 to \$214,240.

(c) KIERNAN'S annual base salary shall be payable in installments at the same time as other Department Heads of the County are paid and subject to legally required withholding commencing. Notwithstanding any other provisions of this contract, beginning March, 2024 and every year thereafter in March, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to KIERNAN during the term of this Amendment #1.

(d) The salary established by this Amendment #1 shall not be decreased.


9. Benefits

9. Benefits (b) – DELETE FOLLOWING LANGUAGE ONLY: (b) KIERNAN shall be credited with 80 hours of vacation leave at the time of appointment.

9. Benefits (d) – (d) KIERNAN shall accrue sick leave in accordance with County Sick Leave Policy 7.9.

14. Notices. Any notices required by this Amendment #1 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 KIERNAN: Edward J Kiernan


THEREFORE BE IT RESOLVED, this Amendment #1 is executed and made effective on March 1, 2022.

COUNTY OF SISKIYOU

By _____
Brandon A. Criss, Chair
Board of Supervisors

ATTEST:
LAURA BYNUM, CLERK
Board of Supervisors

By _____
Deputy

By _____
Edward J Kiernan