

EMPLOYMENT AGREEMENT

THIS AGREEMENT, to be made binding upon all parties hereto on the 9th day of December, 2025, by and between the COUNTY OF SISKIYOU, a political subdivision of the State of California (hereinafter "COUNTY") and Forest Dean Morgan (hereinafter "MORGAN").

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 MORGAN 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 MORGAN 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 MORGAN to the position of County Counsel effective January 4, 2026, through and including January 3, 2030.
- 2) Residency. In making this appointment, pursuant to MORGAN's request, the County waives the residency requirement of Government Code section 24001.

- 3) Duties. MORGAN 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. MORGAN 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 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 MORGAN.
 - b) At the time of the annual evaluation, the COUNTY's Board of Supervisors and MORGAN will set goals and objectives they determine necessary for the proper operation of the County Counsel Office and shall further establish 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 MORGAN 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 MORGAN, provided such terms and conditions are not inconsistent with provisions of this Agreement or the applicable law.
- 6) Tenure/Removal from Office.
- a) MORGAN agrees to remain in exclusive employ of COUNTY until January 3, 2030 and further agrees to accept no other employment that may conflict with MORGAN's performance of his resulting duties as herein stated until this termination date, except as expressly otherwise herein provided.
 - b) MORGAN may be removed at any time in accordance with Government Code section 27641, in which case this agreement shall terminate.
 - c) MORGAN acknowledges, understands and warrants that MORGAN shall have no further right or claim to employment after termination of the employment relationship between COUNTY and MORGAN, 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 MORGAN 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) MORGAN may resign his employment at any time by delivering to COUNTY's Board of Supervisors his written resignation. MORGAN 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 MORGAN an annual salary of \$264,600.50 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) MORGAN shall be eligible for any increase in salary or cost of living adjustment provided to the Appointed Department Head unit, during the term of the contract. Also, subject to annual performance evaluations, COUNTY may increase salary by Minute Order.
- c) The salary established by this Agreement shall not be decreased.

9) Benefits

- a) The COUNTY shall provide MORGAN 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.
- b) MORGAN shall maintain all leave balances currently on record, including but not limited to; management, vacation and sick leave.

- c) MORGAN shall be credited with 80 hours of vacation leave at the time of appointment and will continue to accrue vacation leave based upon MORGAN's original January, 2025 start date with the County of Siskiyou in accordance with County policy.
 - d) All accumulated vacation on record shall be paid at the time of separation from employment.
 - e) MORGAN shall continue to accrue sick leave in accordance with County policy.
 - f) Paid leaves and Bereavement leave will be available to MORGAN in accordance with County policy.
- 10) Nonassignability and Nondelegability. MORGAN shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions.
- 11) Compliance with Law.
- a) MORGAN shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of MORGAN 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) MORGAN 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. MORGAN 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, MORGAN 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 MORGAN. 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 MORGAN 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
 1312 Fairlane Road, Suite 1
 Yreka, CA 96097

TO MORGAN: Forest Dean Morgan
 1312 Fairlane Road, Suite 6
 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 follows:

COUNTY OF SISKIYOU

By_____

Nancy Ogren, Chair
Board of Supervisors

ATTEST:

LAURA BYNUM, CLERK
Board of Supervisors

By_____

Deputy

Forest Dean Morgan