

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 1st day of September 2026, by and between the **COUNTY OF SISKIYOU**, a political subdivision of the State of California (hereinafter "COUNTY") and **COLE BRAY** (hereinafter "BRAY").

WHEREAS, the County Administrator is appointed by the COUNTY Board of Supervisors in accordance with the Siskiyou County Code; and,

WHEREAS, the COUNTY Board of Supervisors desires to appoint BRAY as County Administrator of the COUNTY; and,

WHEREAS, BRAY desires to serve as County Administrator of the COUNTY commencing his employment September 25, 2026; and,

WHEREAS, the COUNTY Board of Supervisors and BRAY 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 3, Section 2-3.03 of the Siskiyou County Code, the COUNTY Board of Supervisors hereby appoints BRAY to the position of County Administrator for a period of five (5) years, beginning September 25, 2026 and terminating on September 24, 2031.

2) Professional Performance. BRAY shall perform the duties of County Administrator 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.

BRAY 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 the County Administrative Officers Association of California, paid for by the County.

3) Performance Evaluation. COUNTY's Board of Supervisors shall conduct an annual performance review of BRAY. In addition, every year COUNTY's Board of Supervisors and BRAY will set goals and objectives for the following year. The COUNTY's Board of Supervisors and BRAY shall further establish a relative priority among those goals and objectives.

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 BRAY, provided such terms and conditions are not inconsistent with provisions of either this Agreement or the law.

5) Tenure.

a) BRAY shall serve solely at the will and pleasure of the COUNTY Board of Supervisors and BRAY 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 County Administrator is that which is provided by the terms of this Agreement only and such tenure shall not exceed the five-year term provided herein.

b) BRAY acknowledges, understands and warrants that BRAY shall have no further right or claim to employment after the expiration of this Agreement or the termination of the employment relationship between COUNTY and BRAY, 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 BRAY 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) BRAY may terminate his employment at any time by delivering to COUNTY's Board of Supervisors his written resignation. BRAY agrees to give the COUNTY at least three (3) months 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) In consideration for the provisions of this Agreement regarding severance pay, BRAY acknowledges that the COUNTY's Board of Supervisors, with a three-fifths (3/5) majority vote, may at any time terminate BRAY's employment relationship with the COUNTY upon thirty (30) days prior written notice as authorized by Chapter 3, Section 2-3.03 of the Siskiyou County Code.

c) Any meeting to consider the termination of BRAY by the COUNTY's Board of Supervisors shall be held in closed session and any action to terminate BRAY

shall be reported out in a public meeting as required by law. In recognition of BRAY's professional status and integrity, BRAY 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) Severance Pay. If BRAY is terminated from his position of County Administrator by the COUNTY's Board of Supervisors or as otherwise agreed to in writing by mutual consent, the COUNTY agrees to pay BRAY an amount equal to ninety (90) business days of the base salary on the effective date of termination and, which shall include the thirty (30) days prior written notice period set forth in paragraph 6(b), and computed by COUNTY's Auditor at the salary rate applicable to BRAY on the effective date of the termination. BRAY's acceptance of this provision for severance pay shall constitute a full and final settlement and satisfaction of any and all claims of BRAY against COUNTY and shall release COUNTY from any further obligations under this Agreement. In addition to the Severance Payment, BRAY shall be entitled to payment for all accrued vacation at the rate of his compensation at the time of termination.

Provided, however, the COUNTY shall not be liable for any severance pay under this Agreement if BRAY is terminated for reasons of malfeasance in office or conviction of a crime involving moral turpitude as those terms are commonly applied and defined in California law and pursuant to the California Penal Code.

8) Salary

a) The COUNTY shall pay BRAY a salary of \$254,492.41 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 employment.

b) BRAY 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 BRAY the same paid leaves and benefits as are now provided to the Appointed Department Heads, including Family Care & Medical Leave, Bereavement Leave, Employees Assistant Program, Health, Dental, Vision Life & Disability Insurance.

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

c) Holiday Leave. BRAY will be compensated for all COUNTY designated holidays. Additionally, BRAY is entitled to 24 hours of floating holiday time per year which will be credited the first full pay period in January each year.

d) Retirement Plan. BRAY is entitled to the same CalPERS retirement formulas as those contained in the Appointment Department Head Unit Resolution.

10) Residency. The COUNTY requires BRAY to reside within the County of Siskiyou boundaries.

11) Nonassignability and Nondelegability. BRAY shall not during the term of this Agreement make any assignment or delegation of any of its provisions.

12) Compliance with Law.

a) BRAY shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of BRAY 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) BRAY 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. BRAY 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, BRAY shall complete all disclosure forms required by law.

13) 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 BRAY. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14) Indemnification. COUNTY shall defend and indemnify BRAY 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).

15) 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 BRAY: Cole Bray
CAO County of Siskiyou
1312 Fairlane, Suite 1
Yreka, CA 96097

16) 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.

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

COUNTY OF SISKIYOU

By _____
Ray A. Haupt, Chair
Board of Supervisors

ATTEST:
LAURA BYNUM, CLERK
Board of Supervisors

By _____
Deputy

Cole Bray

APPROVED AS TO LEGAL FORM

F. Dean Morgan
County Counsel