

**EMPLOYMENT AGREEMENT BETWEEN JOSEPH F. LARMOUR
AND THE COUNTY OF SHASTA
FOR THE POSITION OF COUNTY COUNSEL**

This contract is entered into this 19th day of December, 2023, between the County of Shasta (“County”) and Joseph F. Larmour, (“Employee”) (collectively, the “Parties” and individually a “Party”).

WHEREAS, Shasta County Code section 2.16.020 and Chapter 6 of the Shasta County Personnel Rules establishes that the position of County Counsel is appointed by the Board of Supervisors (“Board”) and the County Counsel shall serve for four years from the time of his appointment and until a successor is appointed, pursuant to Section 27641 of the Government Code; and

WHEREAS, currently the position of County Counsel is filled in an interim capacity until such time as a permanent appointment may be made; and

WHEREAS, the County Counsel provides legal advice, assistance, and representation in civil legal matters to the Board of Supervisors, County officers, departments, employees, the Shasta County Grand Jury, and to special districts; as well as directs all activities of the County Counsel's Office; and

WHEREAS, a recruitment for a permanent County Counsel was held and the Board wishes to appoint Joseph F. Larmour to the position; and

WHEREAS, Joseph F. Larmour possesses the qualifications necessary to serve as County Counsel; and

WHEREAS, Government Code sections 27640 and 27641 authorize the Board of Supervisors to appoint Joseph F. Larmour to the position of County Counsel for a four-year term.

IT IS MUTUALLY AGREED:

1. Scope of Services.

- A. Under the direction of the Board, Employee shall perform the duties and responsibilities of the County Counsel as set forth in Shasta County Code Chapter 2.16, Government Code sections 27640 through 27648, and in accordance with all applicable local, state and federal laws now in effect, as they presently read and as they may be amended, or are hereafter adopted.
- B. Employee shall provide services as County Counsel on a full-time basis, under the direct supervision and control of the Board. At all times, Employee shall loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this contract in a manner that is satisfactory to

the Board and consistent with the California Rules of Professional Conduct.

- C. Employee shall bring to the Board's immediate attention any sensitive legal matters, including, but not limited to, facts and circumstances known which create significant exposure to liability.
- D. Employee shall be responsible for ensuring that all County employees employed in the Office of County Counsel have a work environment free of unlawful harassment, discrimination and retaliation and ensure that any allegations of unlawful harassment, discrimination and retaliation are promptly and thoroughly investigated and addressed.
- E. During the term of this contract, Employee shall not directly or indirectly render any services of a commercial nature to any other person or organization, whether for compensation or otherwise, without prior written consent of the Board. However, the expenditure of reasonable amounts of time for educational, charitable, business activities, pursuits, or professional activities, whether for compensation or otherwise, shall not be deemed a breach of this contract if those activities do not materially interfere with the services required under this contract, including those that require Employee to carry out the duties of County Counsel on a full-time basis, and shall not require the prior written consent of the Board. This contract shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs otherwise allowed by applicable statutes and regulations.
- F. During the term of this contract, Employee shall not directly or indirectly, or in a representative capacity, engage or participate in any business, educational, charitable or professional activities that are in conflict with the business or interests of County.

2. Term and Termination.

- A. In accordance with Government Code section 27641, this contract shall be for a four-year term with an effective date commencing April 8, 2024, or such other date as agreed upon in writing between both Employee and the Chair of the Shasta County Board of Supervisors. The Board may extend this contract for successive four (4) year term appointments at their discretion. No less than 90 days prior to expiration of term Board will notify Employee of intent to reappoint or not reappoint for a successive term. Unless extended by mutual agreement in writing, this agreement shall terminate four years from effective date of this agreement.
- B. Employee may be removed from the office of County Counsel and this agreement terminated at any time for neglect of duty, malfeasance or misconduct in office, or other good cause shown. Employee acknowledges that he shall have no property interest in his employment and is therefore entitled to no pre-disciplinary or pre-removal due process. Such removal shall be made in strict compliance with Government Code section 27641, which shall govern. Removal from the position of County Counsel does not constitute termination from County employment. The

decision to remove shall be made in closed session in accordance with the Ralph M. Brown Act, unless Employee waives his right to privacy on the matter and requests the item to be heard in open session. Employee may choose to resign as County Counsel instead of being removed if an action by the Board to remove has been made in closed session.

- C. Employee may resign at any time and agrees to give the County no less than ninety (90) days' advance written notice of the effective date of his resignation.
- D. In the event that the County terminates Employee's employment during the course of this contract, the County shall pay to Employee an accelerated lump sum payment for the remainder of compensation due through and until the end of the four (4) year period of expiration of this contract, as outlined in Section 2 Subsection A of this contract. If the unexpired term of the Agreement is greater than 18 months, the maximum severance pay payment shall be an amount equal to 18 months of base salary.
- E. Severance pay shall not include any noncash items other than health benefits. As part of severance pay, for the unexpired term of the contract, or for 26 weeks, or until the Employee finds other employment, whichever is the shortest period of time, the county shall continue to pay the County's health benefits contributions previously established for Employee as part of COBRA health plan continuation coverage.
- F. Notwithstanding any other provision of this agreement, the maximum severance pay and health benefits that Employee may receive under this agreement as a result of termination without cause, shall not exceed the limitations provided in Government Code § 53260 -53264, as they presently read and as they may be amended.
- G. Severance pay shall be in addition to any accumulated annual leave payments to which the Employee would be otherwise entitled under the Shasta County Personnel Rules.
- H. Pursuant to Government Code § 53243.2, as it presently reads and as it may be amended, regardless of the term of the Agreement, any severance pay shall be fully reimbursed to County if Employee is convicted of a crime involving an abuse of Employee's office or position, as defined by Government Code § 53243.4, as it presently reads and as it may be amended.

3. Compensation.

- A. Employee shall be compensated for services performed pursuant to this contract at the "F" Step of the salary range for the position of County Counsel as set forth in salary resolutions adopted by the Board of Supervisors, plus any stipends associated with that classification as established by formal action of the Board of Supervisors. Employee shall receive a cost-of-living adjustment at such times that Unrepresented Management employees receive cost-of-living adjustments in the same amount as is received by

Unrepresented Management employees. Employee's salary shall be paid in the manner set forth in the County's resolutions and ordinances.

- B. Employee shall be provided a \$20,000 sign on bonus, which shall be payable in four monthly installments beginning with his first payroll check upon hire. County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the Sign-on Bonus and reported to the Internal Revenue Service as income on the Employee's Form W-2. The Sign-on Bonus is not considered "salary" and shall not be included for purposes of retirement benefit calculations or salary increases.
- C. As a condition of accepting the Sign-on Bonus provided in this Agreement, Employee agrees to remain employed with the County for at least one full year beginning as of the effective date of this agreement. Should Employee voluntarily leave employment with the County before he has completed one full year of employment, Employee shall repay a prorated amount of the Sign-on Bonus as provided for in the provisions of this Agreement.
- D. Employee's voluntary failure to remain employed by the County for one year will trigger Employee's duty to repay, pro-rata, the amount of the Sign-on Bonus paid by the County pursuant to this Agreement. To facilitate this repayment, Employee hereby expressly authorizes the County to withhold all amounts so due as repayment under this Agreement from any sum payable to Employee by the County to the extent permitted and not otherwise prohibited by the Fair Labor Standards Act, the California minimum wage law, and all other applicable laws. Employee also agrees that any tax consequences borne as a result of the repayment of the Sign-on Bonus or any portion thereof will be the sole and exclusive responsibility of Employee.
- E. Employee is an exempt employee under applicable wage and hour laws and shall not be subject to minimum wage and overtime requirements. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Employee's position.

4. Benefits

- A. During the term of this contract, Employee shall be entitled to all of the benefits provided by County to its appointed department heads, including the benefits set forth in Chapter 11 ("Holidays"), Chapter 12 ("Vacations"), Chapter 13 ("Sick Leave and Bereavement"), Chapter 15 ("Management Benefits") and Chapter 21 ("Retirement System") of the Shasta County Personnel Rules, as they presently read and as they may be amended, and any other benefits provided by County to its appointed department heads established by resolution or other formal action by the Board of Supervisors. If any ambiguity, inconsistency or conflict exists between the terms of this contract and the provisions of any of the aforementioned policies relating to

benefits provided by County to its appointed department heads, the terms of this contract shall govern.

- B. Employee shall also be entitled to the vacation and sick leave accrual benefits for new management hires identified in Section 12.1 (A) and (B) and Section 13.8 of the Shasta County Personnel Rules. Employee shall be considered to have satisfied the requirements in Section 12.1 (C) and Section 13.8 of the Shasta County Personnel Rules and is eligible to receive such accrual benefits. The Parties hereby agree that Employee shall enter employment with four years of continuous service for purposes of Section 12.1 (A) of the Personnel Rules, and shall have immediately available 15 equivalent days of vacation leave for purposes of Section 12.1 (B) of the Personnel Rules and five days of sick leave for purposes of Section 13.8 of the Personnel Rules.
- C. Employee shall be entitled to a \$5,000 per year automobile allowance, divisible by the number of pay periods in the calendar year. This is intended to cover the cost of mileage, insurance, and other travel related expenses on Employee's personal vehicle when used for County business. Employee will not be entitled to any further mileage reimbursement nor will Employee utilize a County vehicle (as defined in Section 33.2 of the Shasta County Personnel Rules) when traveling on County business. Employee is responsible for insurance on Employee's vehicle and damage that may occur to Employee's personal vehicle if an accident were to take place while traveling on County business. Employee shall otherwise be reimbursed for expenses in accordance with Chapter 20 of the Shasta County Personnel Rules and any other policy adopted by formal action of the Board of Supervisors.
- D. To the extent that any provision of this contract may be inconsistent with the provisions of the California Public Employees' Pension Reform Act ("PEPRA"), as it presently reads and as it may be amended, or other law, the provisions of PEPRA and such other law shall govern.

5. **Performance Evaluation.**

Employee's job performance shall be evaluated by the Board in September 2024, and annually every September thereafter, unless that schedule is modified by the Board.

6. **Defense and Indemnification.**

County shall defend and indemnify Employee for acts or omissions within the scope of his County employment in accordance with the California Government Claims Act, as it presently reads and as it may be amended.

7. **Entire Contract.**

This contract embodies the entire contract between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Employee other

than those contained in this document.

8. Severability.

If any provision of this contract is held to be unconstitutional, invalid, unenforceable or otherwise not in effect, the remainder of this contract shall be deemed severable, shall not be affected, and shall remain in full force and effect.

9. Effect of Waiver.

The failure of either party to insist on strict compliance with any of the terms of this contract by the other party shall not be considered a waiver of that term at any other time.

10. Notices.

All notices under this contract shall be addressed to County as follows:

Board of Supervisors
1450 Court Street, Suite 308B
Redding, CA 96001-1675

All notices under this contract shall be addressed to Employee as follows:

County Counsel
1450 Court Street, Suite 332
Redding, CA 96001-1675

11. Changes or Modifications to Contract.

Amendments to this contract may be made in writing upon the mutual consent of the parties.

12. Counterparts, Facsimile, and PDF Signatures.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer,

intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

COUNTY OF SHASTA

Date: _____

PATRICK JONES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

SUPPORT SERVICES APPROVAL

By: _____
Deputy

By: _____
Monica Fugitt
Director of Support Services

Approved as to form:

By: _____
Gretchen Stuhr
Interim County Counsel

COUNTY COUNSEL

Date: _____

By: _____
Joseph F. Larmour
Tax ID: On File