



RESOLUTION NO. 19-633

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

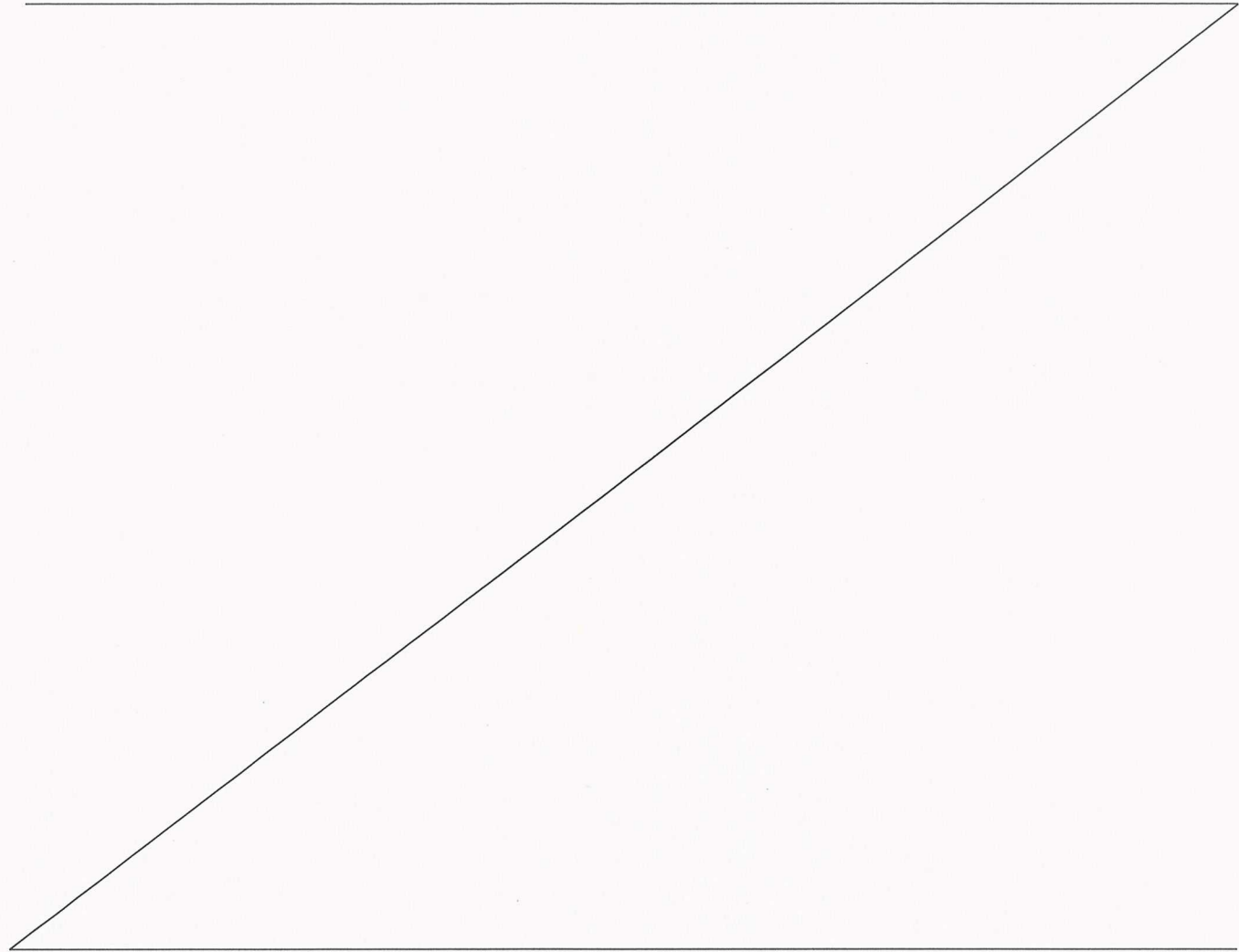
RESOLUTION APPROVING AMENDMENT 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE COUNTY OF NEVADA AND KATHARINE L. ELLIOTT PERTAINING TO THE APPOINTMENT OF KATHARINE L. ELLIOTT TO THE OFFICE OF THE COUNTY COUNSEL FOR THE COUNTY OF NEVADA (RESOLUTION 19-491)

WHEREAS, the Board of Supervisors, at its August 27, 2019, meeting, approved, per Resolution 19-491, an Employment Agreement between the County of Nevada and Katharine Elliott, which appointed Katharine Elliott to the position of County Counsel for the County of Nevada for a term of four years; and

WHEREAS, upon subsequent review it was determined that the initial allocation of 80 hours of Personal Leave Program (PLP) at time of hire, and relocation expenses in the amount of \$2,500, as set forth in the written Conditional Offer of Employment, were erroneously omitted from the Employment Agreement, and that the retirement formula provided through CalPERS requires correction; and

WHEREAS, the Parties desire to amend the Employment Agreement to include the initial PLP allocation and relocation expenses, and to correct the CalPERS retirement formula available to Katharine L. Elliott, as described in the attached Amendment 1 to the Employment Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment 1 to the Employment Agreement between the County of Nevada and Katharine L. Elliott be and hereby is approved in the form attached hereto, and the Chair of the Board of Supervisors is hereby authorized to execute said Amendment on behalf of the County of Nevada.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 17th day of December, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

12/17/2019 cc: HR*
AC*

**AMENDMENT 1 TO THE EMPLOYMENT AGREEMENT BETWEEN THE COUNTY OF
NEVADA AND KATHARINE L. ELLIOTT PERTAINING TO THE APPOINTMENT OF
KATHARINE L. ELLIOTT TO THE OFFICE OF THE COUNTY COUNSEL FOR THE COUNTY
OF NEVADA**

THIS AMENDMENT is executed this 17th day of December, 2019 by and between Katharine L. Elliott and the County of Nevada ("Parties"). Said Amendment will amend the prior agreement between the Parties entitled *EMPLOYMENT AGREEMENT ("Agreement")*, as executed and approved by the Nevada County Board of Supervisors on August 27, 2019, per Resolution 19-491.

WHEREAS, on August 12, 2019, the County of Nevada issued a Conditional Offer of Employment to Katharine L. Elliott pertaining to the position of the Office of the County Counsel for the County of Nevada; and

WHEREAS, said Conditional Offer of Employment set forth certain terms and conditions of Katharine L. Elliott's employment, including, *inter alia*, a specified retirement formula through the California Public Employees' Retirement System ("CalPERS"), an initial Paid Leave Program ("PLP") balance of 80 hours at time of hire, and \$2,500 in relocation expenses; and

WHEREAS, the Parties have determined that the PLP and relocation expenses included in the Conditional Offer of Employment were erroneously omitted from the Agreement, and that the retirement formula provided through CalPERS requires correction; and


WHEREAS, the parties desire to amend their Agreement to: (1) include the allocation of an initial 80 hours of PLP balance available to Katharine L. Elliott at time of hire; (2) correct the retirement formula available to Katharine L. Elliott through CalPERS; and (3) include payment of \$2,500 to Katharine L. Elliott for relocation expenses.

NOW, THEREFORE, the Parties hereto agree as follows:

1. This amendment shall be effective as of November 1, 2019.
2. That paragraph 3.c ("Leave Allowance") shall be amended and replaced in its entirety as follows:
 - c. Leave Allowance
 - 1.) County Counsel shall accrue PLP (Paid Leave Program) at a rate equal to 10 hours per pay period upon employment.
 - 2.) County Counsel shall receive a one-time lump sum of 80 hours of PLP at time of hire.
 - 3.) All other leave time including holidays, administrative leave and paid time off will be the same as that received by Department Heads and the County Executive Officer.
 - 4.) Any cash payments for leave balances will be equivalent to that of the Department Heads and the County Executive Officer.
3. That paragraph 3.d ("Health Insurance/Retirement Benefits") is amended and replaced in its entirety as follows:
 - d. Health Insurance/Retirement Benefits

- 1.) The County Counsel shall receive the same health and other insurance benefits as the Department Heads and the County Executive Officer of the County of Nevada.
 - 2.) The County Counsel shall receive the tier II CalPERS retirement benefits (Currently 2% at 60).
 - 3.) The County Counsel shall contribute a total of 7.0% toward her CalPERS retirement.
4. That paragraph 3.e ("Other Benefits") shall be amended and replaced in its entirety as follows:
- e. Other Benefits
- 1.) The County Counsel shall receive all other benefits provided to Nevada County Department Heads.
 - 2.) The County Counsel shall receive a one-time relocation allowance in the amount of \$2,500.
5. That in all other respects the prior agreement of the Parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

By: 

Honorable Richard Anderson
Chair of the Board of Supervisors

CONTRACTOR

By: 

Katharine L. Elliott
County Counsel

ATTEST:

By: 

Julie Patterson Hunter
Clerk of the Board of Supervisors