

# RESOLUTION No. 18-376

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA APPOINTING ALISON LEHMAN TO THE POSITION OF COUNTY EXECUTIVE OFFICER AND AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH ALISON LEHMAN, COUNTY EXECUTIVE OFFICER

WHEREAS, the Nevada County Board of Supervisors desires to appoint Alison Lehman commencing on July 17, 2018 to the position of County Executive Officer; and

WHEREAS, Alison Lehman possesses the necessary skills and expertise to perform the functions of a County Executive Officer.

NOW, THEREFORE, BE IT RESOLVED, by the Nevada County Board of Supervisors that:

1. Alison Lehman is hereby appointed to the office of County Executive Officer for the County of Nevada commencing on July 17, 2018.
2. That the Chair of the Board of Supervisors be and is hereby authorized to execute on behalf of the County of Nevada, an Employment Agreement between the County of Nevada and Alison Lehman in substantially similar form to Exhibit A.

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 July 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

**EXHIBIT A**  
**COUNTY OF NEVADA**  
**EMPLOYMENT AGREEMENT**  
**(County Executive Officer)**

This agreement is entered into this 17th day of July, 2018 by and between the County of Nevada, a political subdivision of the State of California, and Alison Lehman, an individual.

WHEREAS, the County of Nevada, hereinafter referred to as "County" requires the services of the County Executive Officer; and

WHEREAS, Alison Lehman, hereinafter referred to as "CEO" will provide the necessary skills and expertise of a County Executive Officer;

**1. Scope of Services**

The CEO shall perform all of the duties set forth in Chapter 2 of the Nevada County Administrative Code (attached hereto) to be performed by the Nevada County Administrative Officer and shall perform such other duties from time to time as assigned by the Board of Supervisors.

**2. Term of Agreement**

This agreement shall commence on September 9, 2018 and continue until such time as the agreement is terminated by either party under the provisions set forth in Section 6 of this Agreement entitled "Termination".

**3. Compensation**

County hereby agrees to provide the following compensation during the term of this agreement:

a) Salary

1. Effective September 9, 2018 the annual salary for the position of County Executive Officer shall remain the same as the current incumbent at \$223,139.
2. Phased Equity Increase: In addition to the Salary set forth above, effective as of the first full pay periods in fiscal years 2020-21 through 2023-24, the annual salary for the position of the County Executive Officer will receive additional equity increases of 2% per year.
3. COLA Compaction Increases: Effective September 9, 2018 and continuing thereafter, the County Executive Officer shall be entitled to receive any cost of living or similar across the board increase granted to appointed and confidential Department Heads.
4. All other future salary increases will be based on an annual performance review completed by the Board of Supervisors.

a) Auto Allowance

The CEO shall be provided with an auto allowance of \$650.00 per month.

b) Other Benefits

The CEO shall receive the all other benefits as that of the Confidential Department Heads.

c) Health Insurance/Retirement Benefits

The CEO shall contribute a total of 10.585% of the employer's share of her PERS retirement contribution.

d) Leave Allowance

The CEO shall accrue leave consistent with her current accrual rate and the Department Head agreement. All future accrual changes will be consistent with the Department Head agreement. Maximum accrual limits and payouts will be consistent with the Department Head agreement.

e) Applicability of the Personnel Code

Unless otherwise modified herein, all Personnel Code provisions adopted by the County, as they apply to Confidential Category I Employees, shall apply to the CEO.

#### **4. Contract Performance Evaluation**

The Board members shall complete the performance evaluation form and which shall be compiled and summarized by the Board Chair to be discussed with the CEO annually. The Board may request a self-evaluation from the CEO. The CEO may request an evaluation for the Board's consideration. The Board may conduct evaluations at their discretion.

#### **5. Attorney's Fees**

If either of the parties hereto brings any action or proceeding against the other, including but not limited to, an action to enforce or to declare the termination, cancellation or revision of the Employment Agreement, the prevailing party in such action or proceedings shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

#### **6. Termination**

This contract may be terminated by a super majority vote (4) of the Board of Supervisors at any time and without any cause. Notice of termination shall be provided to the CEO in writing.

In the event that the CEO voluntarily resigns her position, the CEO agrees to give the County 30 days written notice, of her intention to resign.

#### **7. Severance Pay**

a) Upon written notice of termination by a super majority vote of the Board of Supervisors, the CEO shall be entitled to receive the continuation of salary and all

benefits for a period of 180 days, or an equal lump sum amount at the option of the CEO, except as provided in subparagraph (c), below.

b) For each year completed as CEO an additional 30 days of severance will be added until there is 1 year of severance.

c) The CEO shall not be entitled to receive any salary or benefits beyond the date of termination as provided in subparagraph (a), above, if:

1) the CEO voluntarily resigns or retires from her position, or

2) the CEO is terminated by the Board of Supervisors for "good cause." For purposes of this section, "good cause" shall mean a termination, resignation or retirement following conviction for a felony, an employment-related crime of moral turpitude or for a documented incident of dishonesty relating to her County employment."

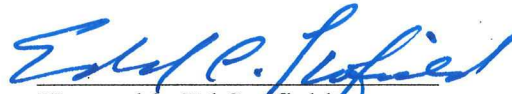
IN WITNESS WHEREOF, this 17 day of July 2018, the parties have signed below:

**COUNTY EXECUTIVE OFFICER**

**COUNTY OF NEVADA**

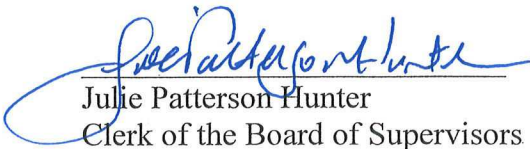


Alison J. Lehman  
County Executive Officer



Honorable Ed Scofield  
Chair, Board of Supervisors

Attest:



Julie Patterson Hunter  
Clerk of the Board of Supervisors

Approved as to Form:



Alison A Barratt-Green  
County Counsel