

**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

CONTRACTOR

By: _____
Honorable Richard Anderson
Chair of the Board of Supervisors

By: _____
Katharine L. Elliott
County Counsel

ATTEST:

By: _____
Julie Patterson Hunter
Clerk of the Board of Supervisors