

COUNTY OF NEVADA
EMPLOYMENT AGREEMENT

This Agreement is entered into this 27th day of August 2019, by and between the County of Nevada, a political subdivision of the State of California, and Katharine Elliott, an individual.

WHEREAS, the County of Nevada (hereinafter referred to as "County") requires the services of a County Counsel; and

WHEREAS, Katharine Elliott, (hereinafter referred to as "County Counsel") will provide the necessary skills and expertise of a County Counsel which include:

1. Scope of Services

County Counsel shall perform all of the duties set forth in Chapter II of the Nevada County Administrative Code (attached hereto) and pursuant to Government Code sections 27642 through 27647, to be performed by the County Counsel of Nevada County and shall perform all legal services for the Public Administrator.

2. Term of Agreement

This Agreement shall commence on November 1st, 2019. Following California State Law, the appointment is for a four-year term ending October 31st, 2023, or 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, in consideration of the covenants, conditions, agreements, and stipulations agreed to by County Counsel as set forth here, hereby agrees to provide the following compensation to County Counsel during the term of this Agreement:

a. Salary

1.) Effective November 1st, 2019, the annual salary for the position of County Counsel shall be \$195,000.

2.) Phased Equity Increase:

a.) In addition to the salary set forth above, effective the first full pay period of fiscal year 2020, a 1% equity adjustment will be added to the base salary.

b.) In fiscal year 2021 a 2% equity adjustment will be added to the base salary.

c.) In fiscal year 2022 a 1% equity adjustment will be added to the base salary.

d.) In fiscal year 2023 no equity adjustment will be added to the base salary.

3.) COLA Compaction Increases: Effective November 1, 2019 and continuing thereafter the County Counsel shall be entitled to receive any cost of living or similar across the board increase granted to appointed and confidential Department Heads.

4.) A senior executive management benefit allowance of \$1,000 per annum.

b. Auto Allowance

The County Counsel shall be provided a monthly auto allowance of \$400.

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.) 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.

3.) Any cash payments for leave balances will be equivalent to that of the Department Heads and the County Executive Officer.

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 same PERS retirement benefits as our non-safety employees are entitled to now and with subsequent agreements. (Currently 2 % at 62.)

3.) The County Counsel shall contribute a total of 7.75 % toward her CalPERS retirement and will be adjusted annually by CalPERS.

e. Other Benefits

1.) The County Counsel shall receive all other benefits provided to Nevada County Department Heads.

f. 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 County Counsel.

4. Contract Performance Evaluation

The Board shall complete any performance evaluation in closed session and shall be summarized by the Board Chair to be discussed with the County Counsel. The Board may request a self-evaluation from the County Counsel. County Counsel's performance shall be reviewed at least one time per year. The first evaluation will take place on or about November 1st, 2020. The County Counsel may request an evaluation for the Board's consideration. The Board may additionally 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

- a. This contract may be terminated pursuant to Government Code Section 27641.
- b. In the event that the County Counsel voluntarily resigns her position, the County Counsel agrees to give the County thirty (30) days written notice of her intention to resign.

7. Waivers or Modification

No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless said waiver, alteration, or modification is in writing and signed by a duly authorized representative of County and County Counsel.

8. Severability

If any provision of this agreement is held to be unenforceable, the remainder of this agreement shall be severable and not affected thereby.

9. Governing Law

The laws of the State of California shall govern this agreement.

10. Interests of Contract Employee

County Counsel hereby declares that he/she has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he/she shall not in the future acquire any such interest. County Counsel shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act, found in Government Code Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

11. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which County Counsel or County shall be required, or may desire to make, shall be in writing and shall be prepaid first-class mail to the respective parties as follows:

County of Nevada
Chair, Board of Supervisors
950 Maidu Ave., Suite 200
Nevada City, CA 95959

Katharine Elliott
County Counsel
950 Maidu Ave., Suite 240
Nevada City, CA 95959

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____.

CONTRACTOR:

COUNTY OF NEVADA:

Katharine Elliott
County Counsel

Richard Anderson, Chair
Board of Supervisors

COUNTY OF NEVADA:

ATTEST: _____

Julie Patterson Hunter,
Clerk of the Board of Supervisors