

COUNTY OF NEVADA
EMPLOYMENT AGREEMENT

This Agreement is entered into this 9th day of September 2025, by and between the County of Nevada, a political subdivision of the State of California, and Trevor Koski, an individual.

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

WHEREAS, Trevor Koski, (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 the duties set forth in Sections 2.06.010 through 2.06.040 of the Nevada County Code 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 December 21, 2025. Following California State Law, the appointment is for a four-year term ending December 20, 2029, 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 December 21, 2025, the annual salary for the position of County Counsel shall be \$234,000.
- 2.) COLA Compaction Increases: Effective December 21, 2025, 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.
- 3.) A senior executive management benefit allowance of \$1,000 is automatically included in the final paycheck of each fiscal year.

b. Auto Allowance

The County Counsel shall be provided a monthly auto allowance of \$500.

c. Leave Allowance

- 1.) County Counsel shall accrue PLP (Paid Leave Program) at a rate equal to 8.5 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.
- 3.) Any cash payments for leave balances will be equivalent to that of the Department Heads.

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% @ 62.)
- 3.) The County Counsel shall contribute a total of 8.5% toward his 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 Chair shall oversee the performance evaluation completed by all Board members and shall summarize 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 December 21, 2026. 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 bring 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 this 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 his position, the County Counsel agrees to give the County thirty (30) days written notice of his intention to resign.

7. Severance Pay

- a. As required by Government Code section 53260, if this Employment Agreement is terminated, the maximum cash settlement that the County Counsel may receive shall be an amount equal to the County Counsel's monthly salary multiplied by the number of months left on the unexpired terms of the Employment Agreement, except that in the event the unexpired term of the contract is greater than 18 months, the maximum cash settlement that the County Counsel may receive shall be an amount equal to the County Counsel's monthly salary multiplied by 18.
- b. The County Counsel shall not be entitled to receive any salary or benefits beyond the date of termination as provided in subparagraph (a), above, if:
 - 1) The County Counsel voluntarily resigns or retires from his position, or,
 - 2) The County Counsel is removed by the Board of Supervisors for neglect of duty, malfeasance or misconduct in office, or other good cause shown, upon written accusation to be filed with the Board of Supervisors, by a person not a member of the Board, and heard by the Board and sustained by a three fifths vote of the Board, or,
 - 3) The County Counsel does not execute a full waiver of claims.

8. 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.

9. Severability

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

10. Governing Law

The laws of the State of California govern this agreement.

11. Interests of Contract Employee

County Counsel hereby declares that he 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 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.

12. 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

Trevor Koski
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:

Trevor Koski
County Counsel

Heidi Hall, Chair
Board of Supervisors

COUNTY OF NEVADA:

ATTEST: _____
Tine Mathiason,
Chief Deputy Clerk of the Board of Supervisors