



Board of Supervisors Memorandum

April 19, 2022

**County Administrator Employment Contract
April 19, 2022 through January 7, 2025**

Background

The County Administrator employment contract has been placed on the April 19, 2022 Board of Supervisors Addendum for approval. The base compensation of this contract is \$260,000 per year along with the ability of the County Administrator to access benefits such as group health insurance, medical, dental, disability and other coverages that are available to all other employees at the same rate offered to any other County employee and a vehicle allowance.

Request

I would appreciate the Board's favorable consideration of this employment contract beginning April 19, 2022

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jan Lesher".

Jan Lesher
County Administrator

JKL/mp – April 14, 2022

Attachments

c: Melissa Manriquez, Clerk of the Board of Supervisors

**EMPLOYMENT CONTRACT
PIMA COUNTY ADMINISTRATOR**

This Agreement is made April 19, 2022 by and between PIMA COUNTY, ARIZONA, a body politic and corporate (the “County”), and MS. JANET LESHER (“Employee”).

WHEREAS, Employee will be employed as the Pima County Administrator and serves at the pleasure of the County’s Board of Supervisors; and

WHEREAS, the Board of Supervisors has determined that requiring Employee to enter into an employment contract will preserve stability in County government and will promote independent and professional administration; and

WHEREAS, the County desires to formalize in this contract the terms under which Employee shall serve as the County Administrator, the duties of which are currently set forth under Pima County Code Ch. 2.12, which is incorporated by this reference.

THEREFORE, in consideration of the mutual covenants set forth below, the County and Employee agree as follows:

1. Employment Contract. Pursuant to the powers vested in the Board of Supervisors under A.R.S. §11-251 et seq., the County hereby contracts with Employee to serve as the Pima County Administrator, in which capacity she shall be responsible for the executive and administrative functions of the County, subject to the terms of Pima County Code Ch. 2.12.

2. Term. The Term of this Agreement shall begin on April 19, 2022 and terminate on January 7, 2025 (or such earlier date that all of the successors to the current members of the County Board of Supervisors assume office following the regular quadrennial election), unless earlier terminated pursuant to the provisions of Paragraph 5 below.

3. Salary. In consideration of Employee’s performance of her duties hereunder, the County shall initially pay to Employee an annual salary of \$260,000.00. Any increase in salary will be based on evaluations as determined by the Board.

4. Benefits. During the term of this Agreement:

(a) The County shall reimburse Employee for all reasonable expenses and expenditures made or incurred by Employee directly in connection with her employment hereunder, provided however, that such expenses and reimbursements shall at all times be subject to Arizona law and the rules and regulations established by the County.

(b) Employee’s duties require that she shall have the exclusive and unrestricted use at all times during her employment with the County of an automobile provided to her by the County. County shall be responsible for providing liability coverage for personal injury and property damage and for the purchase, operation, maintenance, repair and regular replacement of said automobile. At Employee’s option, Employee may decline the use of a County-provided automobile and receive a monthly vehicle allowance in the amount of \$550.00 per month.

(c) The County shall provide Employee with such group health, medical, dental, disability and other coverages as are available to all other employees and staff of the County. Employee shall pay contributions equal to those paid by all employees, dependent on the type of coverage selected.

(d) Annual, sick, vacation, holiday and other paid leave periods otherwise in effect, shall accrue to Employee at a rate equal to other County employees with over 12 years of service.

(e) Employee's accumulated unused vacation and sick leave will be paid to Employee at the termination of this Agreement at her rate of pay then in effect.

(f) The County shall provide Employee with such other benefits as are available to other employees and staff of the County.

5. Termination. As County Administrator, Employee will be in the County Personnel "Unclassified Service" and exempt from the County Merit System. Employee shall serve at the pleasure of the Board of Supervisors. In accordance with Section 2.12.040 of the Pima County Code, "The appointment removal, suspension or request for resignation of a county administrator shall require the affirmative vote of a majority of all the members of the board of supervisors." Employee acknowledges that she may be removed at any time with or without cause, subject to Paragraph 6 of this Agreement.

6. Severance Pay. In the event the Board of Supervisors either removes Employee without cause or requests Employee's resignation prior to the end of the Term of this Agreement, then the County shall pay to Employee a severance payment equal to three month's salary.

7. Default; Arbitration. In the event of any default or other nonperformance of any term or provision of this Agreement, or in the event of any claim arising hereunder, including any dispute as to whether termination for just cause exists, the parties hereto shall resolve any such claim through binding arbitration. Request for arbitration shall be handled in accordance with the Employment Arbitration rules of the American Arbitration Association. The County and Employee shall request a list of five possible members; and within five working days of their receipt of such list, select an arbitrator. The County and Employee will each strike one arbitrator's name from the list of five, and both parties will then repeat the procedure. A flip of the coin will determine who strikes the first name. The final remaining person shall be the duly selected arbitrator. Each party shall bear the expenses of witnesses, attorneys and other costs of preparing and presenting its own case, as well as the incidental expenses incurred as a result of the hearing; and all fees and expenses of the arbitrator shall be divided equally between the parties; provide, however, that the prevailing party may be reimbursed all such costs and fees in the sole judgment of the arbitrator.

8. Indemnification. County shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Administrator, and will pay the amount of any settlement or judgment arising therefrom.

9. Arizona Law; Severability. This Agreement shall be construed and enforced in

accordance with the laws of the State of Arizona. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect.

10. Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. §38-511.

11. Evaluation. The County, through the Board of Supervisors, reserves the right at any time to evaluate Employee's performance and to establish standards for satisfactory performance of both the general duties set forth in Pima County Code Chapter 2.12 and specific projects, goals and directions of the Board assigned to Employee pursuant to said Chapter of the Pima County Code.

12. Amendments. No modification of any kind can be made to the terms of this contract without the approval of a majority of the Board of Supervisors, and any said modification shall be null and void if it is not memorialized as an amendment to this agreement.

WHEREFORE, the parties have executed this Agreement as of the date stated above.

PIMA COUNTY, ARIZONA,
A body politic and corporate

JANET LESHER

By _____
Chair, Pima County Board of
Supervisors

By _____
Employee

APPROVED AS TO FORM:

ATTEST:

By  _____
Civil Deputy County Attorney

By _____
Clerk of the Pima County Board
of Supervisors