

**AGREEMENT FOR EMPLOYMENT OF CLERK OF THE BOARD  
FOR COCHISE COUNTY, ARIZONA**

This Agreement is made and entered into this 10th day of June 2025, between COCHISE COUNTY, an Arizona Political Subdivision, acting by and through its duly authorized officers, hereinafter referred to as the "County", and LARA LOEWENHEIM, hereinafter referred to as the "Clerk."

**SECTION 1.  
NATURE OF EMPLOYMENT**

The County hereby retains and employs the Administrator to serve as Clerk of the Board pursuant to the terms of Cochise County policies, ordinances and resolutions, and all statutes, laws and constitutional provisions of the State of Arizona that are applicable to the position of Clerk of the Board.

**SECTION 2.  
ACCEPTANCE OF EMPLOYMENT**

The Clerk accepts the employment as Clerk of the Board, effective this 10th day of June 2025 and shall, to the best of her ability, perform the services and duties of a Clerk of the Board.

**SECTION 3.  
COMPENSATION**

In consideration of the services rendered as Clerk of the Board, Clerk shall receive the following compensation and other consideration:

The Clerk shall be paid a gross annual salary of \$105,000 per year.

The Board of Supervisors has the option to increase the Clerk's base salary on an annual basis upon a performance evaluation, but in no event shall any increase exceed the percentage allowed in County policy.

#### SECTION 4. OTHER BENEFITS

In addition to the compensation set out in the prior Section, the Clerk shall receive the following additional benefits as consideration for the services performed as Clerk of the Board:

- a. Personal Time Off: The Clerk shall accrue paid time off at the same rate as other County employees as defined by County policy and practice and in all other respects the Clerk's leave shall be governed by County policy and practice.
- b. Sick Leave: The Clerk shall be granted sick leave each year as defined by County policy and practice in the manner provided for all other County employees.
- c. Health Benefits: County shall provide at County's cost, health benefits, including medical, dental, and vision insurance, and such other benefits, as are provided to other employees of the County.
- d. Retirement: The Clerk shall participate in the Arizona State Retirement System, with the County contributing the employer portion as required by law.
- e. Cellular Phone, Laptop and Automobile: The County shall provide a cellular phone and service, a laptop for the Clerk's business use, and work to home access to a motor pool automobile for conducting County business and attending related functions. Alternatively, and at Clerk's choice, the County shall allocate a Personal Vehicle car allowance of \$500 per month for in-county travel and shall reimburse at the County personal convenience rate for out-of-county travel. Clerk agrees to abide by all County policies pertaining to technology equipment. Upon termination of employment for any reason, the Clerk shall promptly return to the County all County-owned property, including but not limited to any laptop, cellular phone, data storage devices, documents, and records, and shall cooperate in ensuring the secure return or deletion of any County data or information stored on personal devices, in accordance with County IT policies.
- f. Reimbursement for Expenses: County shall reimburse Clerk for all reasonable expenses and expenditures made or incurred by her directly in connection with her employment, provided that such expenses and reimbursements shall at all times be subject to Arizona law and the rules and regulations established by the County.

- g. Dues and Subscriptions: The County agrees to pay for the reasonable and customary professional dues and subscriptions of Clerk that are necessary for her continued professional development, including pertinent national, regional, state, and local associations and organizations.
- h. Additional Benefits: In addition to the benefits set out in this Section, the Board of Supervisors may provide additional benefits to the Clerk if such benefits are deemed appropriate as a result of its annual evaluation and review of the Clerk's performance.

#### **SECTION 5. TERM OF AGREEMENT**

The Board hereby confirms the continued appointment of Lara Loewenheim as the Clerk of the Board of Supervisors, under the terms set forth herein. Loewenheim shall continue to perform the duties and responsibilities as defined by County policies, ordinances, and resolutions, as well as all applicable statutes, laws, and constitutional provisions of the State of Arizona relevant to the position of Clerk. She shall also perform such other lawful and appropriate duties as may be assigned by the Board from time to time.

This Agreement shall take effect on June 10, 2025, and shall remain in force until terminated by either the Board or Loewenheim in accordance with the terms outlined herein.

#### **SECTION 6. TERMINATION OR RESIGNATION OF SERVICES**

The Clerk shall be an "at-will" employee of Cochise County in its unclassified service and shall serve at the pleasure of the Board of Supervisors, subject to the terms of this Agreement. No other provision in this contract either expressed or implied shall be construed in opposition to this at-will status. Clerk shall be exempt from the Cochise County Merit System. The appointment, removal, suspension or request for resignation, or modification of this Agreement, shall require the affirmative vote of a majority of all members of the Board of Supervisors.

Nothing herein shall prevent, limit or otherwise interfere with the right of the County to terminate the services of the Clerk of the Board at any time, or legally bind a new Board of Supervisors, to retain the services of the Clerk. Clerk expressly acknowledges that he may be removed with or without cause.

Should the Clerk be terminated without cause at any time during the Agreement by either the existing Board or a future Board, the Clerk shall be compensated for 6 months at the base salary at the time of termination, plus all paid time off and sick leave payout at 100% of the base salary, conditioned upon the execution of a release of all claims against the County. For purposes of this Agreement, the term "cause" shall mean any one of the following:

- a. Material neglect by Clerk of her duties such as abandonment of her duties and/or her responsibilities as Clerk.
- b. Conviction of any felony, or acknowledgment of guilt of a felony.
- c. A determination by a majority of the Board of Supervisors that Clerk has committed acts which would constitute a crime which may materially affect the suitability for continued employment as Clerk, provided, however, that if subsequent criminal or civil proceedings fail to establish that Clerk committed such acts, or that such acts constituted a crime that materially affect Clerk's suitability for continued employment as Clerk of the Board, then removal shall be deemed to be without cause.
- d. Due to physical or mental health, the Clerk becomes unable to discharge her essential duties for a period of at least six (6) months.
- e. Acts of conduct unbecoming of a position of public trust or other conduct which impugns, discredits or adversely affects the County and/or the Clerk's ability to provide effective leadership within the organization.
- f. Misdemeanor conviction for fraud, misrepresentation, theft, embezzlement or dishonesty.

Should the Clerk be terminated for cause, she shall not receive further compensation after the effective date of termination except for all paid time off and sick leave payout at 100% of the base salary.

Notwithstanding any other provisions herein, the Board of Supervisors upon a majority vote may, at any time, reassign the Clerk to alternative duties or place the Clerk on administrative leave with pay for up to the remainder of the contract term, if the Board of Supervisors deems such action to be in the best interest of the County. In the event of such reassignment, Clerk shall continue to receive compensation at the Clerk's then-current rate of pay.

If the Clerk voluntarily chooses to resign before the end of the term of this Agreement, she shall give the County at least sixty (60) days' notice and she shall receive no other compensation after the effective date of the termination of her employment, with the exception that she shall receive a payout of 100% of her accrued personal leave at 100% of the annual salary. She shall forfeit all accrued but unused sick leave. If County terminates Clerk's employment during the 60-day notice period, such termination shall be deemed a termination without cause as described above.

Notwithstanding the foregoing, if the Clerk is investigated or charged with a criminal offense or civil matter arising from an act undertaken in good faith and at the express direction of the Board of Supervisors in the course and scope of her duties, such charge shall not constitute "cause" for termination unless and until there is a final adjudication of guilt or a judicial finding that the act was not within the scope of lawful official duties. Such action shall be presumed to fall within the course and scope and the Clerk may retain legal counsel at the expense of the Board of Supervisors to represent the Clerk, whether civil or criminal in nature. Independent legal counsel shall represent the Clerk and not the Board, and the Board shall be responsible for payment of all reasonable legal fees during representation. During the pendency of any such investigation or proceeding, the Board may place the Clerk on paid administrative leave, reassign duties, or take other action as it deems appropriate, provided such actions are not deemed a termination for cause unless and until the criteria above are met.

#### **SECTION 7. SURETY BOND**

The Clerk warrants that, to the best of her knowledge, she is eligible for corporate surety bonding as may be required by County Resolution and she affirmatively agrees to remain eligible for bonding in a reasonable sum, as required by the Resolution, during the tenure of her appointment as Clerk of the Board.

#### **SECTION 8. INDEMNIFICATION**

County shall defend, save harmless, and indemnify Clerk against any tort, professional liability claim or demand, or other legal action, groundless or otherwise, arising out of an alleged act or omission occurring during the performance of her duties, and shall pay the amount of any settlement or judgment arising therefrom; provided, however, that this indemnification clause shall not apply to any tort, liability, claim, demand or legal action brought on behalf of the County against the Clerk. This indemnity shall not apply to any conduct found by a court or arbitrator to constitute gross negligence, willful misconduct, breach of fiduciary duty, or acts outside the scope of the Clerk's duties.

**SECTION 9.  
POLITICAL SUBDIVISIONS AND STATE CONTRACTS**

This Agreement is subject to the provisions of ARS § 38-511.

**SECTION 10.  
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.

**SECTION 11.  
EVALUATION**

The Board shall review and evaluate the performance of the Clerk of the Board at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and the Clerk of the Board. Said criteria may be added to or deleted from as the Board may from time to time determine in consultation with the Clerk of the Board.

Annually, or at any other time the Board deems necessary, the Board and the Clerk of the Board shall review and define such goals and objectives as they determine necessary for the proper operation of the County, which achieve the Board's policy objectives and further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing and shall be reasonably attainable within the time limits as specified and the annual operating and capital budgets and appropriations provided.

**SECTION 12.  
OUTSIDE ACTIVITIES**

The employment provided for by this Agreement shall be the Clerk's sole employment. Recognizing that certain outside teaching or consulting opportunities may provide indirect benefits to the Employer and the community, the Clerk may accept such opportunities upon approval by the Board of Supervisors, provided that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this agreement.

### **SECTION 13. DEFAULT/ARBITRATION**

In the event of any default or other non-performance 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 mediation followed by binding arbitration.

Before instituting mediation or arbitration, the non-defaulting party shall serve the defaulting party with written notice of the acts alleged to be in default of this Agreement and allow a period of thirty (30) days for the defaulting party to cure such alleged default. If the matter is not resolved after said 30-day period, the parties shall proceed as described below.

The parties agree to first attempt a mediation of any controversy, claim or dispute between them arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of or relating in any way to the employment relationship between the County and Clerk ("Disputes"). The mediation shall be conducted in Cochise County, Arizona before a mediator mutually acceptable to County and Clerk. The parties agree to make a good faith effort at mediating any Dispute prior to filing a claim for arbitration. Each party shall pay one-half (1/2) of the fees and costs of the mediation.

Should mediation as provided above not be successful, any Disputes between County and Clerk may then be submitted to binding arbitration, to be held in Cochise County, Arizona. Arbitration shall be handled in accordance with the Employment Arbitration Rules of the American Arbitration Association (AAA). The County Board of Supervisors and the Clerk shall request a list of five possible AAA members and within five working days of their receipt of such list select an arbitrator. The County Board of Supervisors and the Clerk shall each strike one arbitrator's name from the list of five and both parties shall then repeat the procedure. A coin toss shall determine which party strikes the first name. 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 provided however that the prevailing party may be reimbursed all such costs and fees in the sole judgment of the arbitrator.

**SECTION 14.  
SURVIVAL OF TERMS**

The provisions of this Agreement that by their nature are intended to survive the termination or expiration of this Agreement shall so survive, including but not limited to the obligations set forth in Sections 6 (Termination or Resignation of Services), 8 (Indemnification), 12 (Outside Activities), and 13 (Default/Arbitration).

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

**CLERK OF THE BOARD:**


  
Lara Loewenheim, Clerk of the Board

**BOARD:**

Cochise County Board of Supervisors:

  
Frank Antenori, Chairman

**APPROVED AS TO FORM:**

 6/10/2025  
Paul Correa, Chief Civil Deputy County Attorney