

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of October by and between Washoe County, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners, (hereinafter referred to as "Employer"), and Eric Brown, (hereinafter referred to as "Employee"); Employer and Employee understand and agree as follows:

WITNESSETH:

WHEREAS, it is the desire of Employer to employ Eric Brown as Washoe County Manager pursuant to NRS 244.125 to NRS 244.135, inclusive, subject to the terms of this Agreement, and to memorialize certain elements of compensation and benefits, certain conditions of employment, and working conditions of said Employee; and,

WHEREAS, Employee desires to accept employment as County Manager of Washoe County as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

Employer hereby agrees to employ Employee as County Manager to perform the functions and duties of County Manager of Washoe County as set forth by law, and to perform other legally permissible and proper duties as the Board of County Commissioners shall from time to time assign.

Section 2. Term.

- A. The term of this Agreement begins November 25, 2019 and by action of the Board of County Commissioners on October 22, 2019, shall continue until November 25, 2021. At the end of that term, this Agreement may be renewed for successive periods, as deemed appropriate by the Employer, unless it is terminated sooner in accordance with its terms. Renewal of this Agreement will occur by the Employer, acting through the Board of County Commissioners, taking action to ratify this Agreement and / or approving an addendum which sets forth for the renewal period and any other changes to the terms hereof.
- B. At any time during the term of this Agreement, either the Employer or the Employee may terminate the Agreement by providing sixty (60) days written notice to the other party. Notice shall be in accordance with Section 3 below.
- C. Unless terminated for cause as described in Paragraph E below, if Employer terminates the Agreement by giving sixty (60) days' notice, Employer agrees to pay Employee

severance pay equal to six (6) months of the then current annual base salary of Employee. Severance pay shall be calculated from the end of the sixty (60) day notice period. Severance pay shall be in addition to any other payments for unused annual leave or other benefits that may be payable to other unclassified management employees of the County with service credit equal to that of Employee. The six (6) months' severance pay shall not include additional accrual of annual or sick leave benefits, Career Incentive pay, or PERS contribution.

- D. If Employee terminates the Agreement by giving sixty (60) days' notice, unless a different period is agreed to in writing between Employer and Employee, Employer is not obligated to pay severance pay to Employee. Employee shall receive his then current salary during the sixty (60) day notice period or any longer period as may be agreed upon. If Employee terminates the Agreement by giving less than sixty (60) days' notice, the employee forfeits payments for unused annual leave, sick leave, or other benefits that may be payable to other unclassified management employees of the County.
- E. For purposes of this Agreement, cause is defined as conduct which constitutes a crime, except for a misdemeanor traffic citation, or conduct which constitutes a knowing violation of a law or policy governing the conduct of public officers. In such event, Employer shall give written notice of its desire to terminate Employee for cause and the effective date of the termination shall be immediate after notice is given in accordance with Section 3 below. If Employee is terminated for cause, Employee is not entitled to severance pay.

Section 3. Notices.

When required by this Agreement, Employee shall give notice in writing personally served on the Chair of the Board of County Commissioners, or by leaving a copy in the office of the Chair. Employer shall give notice in writing by personally serving Employee or by regular mail, postage prepaid. Notice by personal service shall be deemed received on the date of delivery; notice by mail shall be deemed received three days after mailing.

Section 4. Salary.

- A. Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of \$ 222,560 for the applicable period, with an effective date of November 25, 2019. The annual base salary is payable in bi-weekly installments in the same manner as other employees of the Employer.
- B. Employee will be eligible for cost of living adjustments consistent with any cost-of-living adjustment provided to all other unclassified management employees of the County.

- C. At the time of the annual evaluation provided for at Section 9 below, Employee's annual salary may be adjusted by a vote of the Board as follows:
- a. The Board may adjust the annual salary of the Employee by increasing the base salary; and / or,
 - b. The Board of County Commissioners may also provide to Employee a bonus, or pay for performance, payable in lump sum, minus required withholdings. The amount awarded as a bonus, or pay for performance shall not be considered as part of Employee's base salary and shall not be included in determining PERS contributions. No cost-of-living adjustments will be calculated or added to the amount and payment does not obligate Employer to make a similar bonus or pay for performance available during subsequent years of this Agreement or successor agreements.
- D. Employee will be eligible to receive Career Incentive pay after five (5) or more years of full-time county service as described in County Code 5.145 and provided to other unclassified management employees at the rate of one hundred dollars (\$100) per year of service up to a maximum annual payment of three thousand dollars (\$3,000) for thirty (30) years or more of service.

Section 5: Benefits.

Employee shall be entitled to all annual, personal and sick leave benefits provided for unclassified management employees, except as more specifically described or limited herein. The use of accumulated annual leave begins after six (6) months of continuous County service. Under no circumstances shall cash payment be made for accrued vacation while an employee is in regular employment status. Personal leave may be earned on a semi-annual basis as described in County Code 5.145 and provided to other unclassified management employees. Under no circumstances will there be any cash payment or cash value for Personal Leave credit that is not used by the end of the payroll calendar year. Employee shall be allowed to voluntarily transfer up to a maximum of eighty (80) hours of their accumulated vacation leave during any calendar year to another employee who has less than eighty (80) hours of combined sick leave, vacation, and/or compensatory leave, but who is otherwise eligible to take paid sick leave.

Section 6. Benefits - Other.

- A. Car Allowance: Employer agrees to pay Employee a monthly, non-PERS compensable amount of \$600.00 to be included in the first paycheck of each month. This amount constitutes reimbursement for and recognition of Employee's daily use of his personal vehicle for county purposes to include mileage, insurance, fuel and all other costs associated with such use, all of which shall be the Employee's sole responsibility. This allowance shall be treated for tax purposes as provided in IRS regulation.

- B. Cellular Phone: Employer and Employee agree a business need exists for the Employee to be available by telephone, email and text both during and outside regular business hours. Employer agrees to provide employee with cellular phone and the necessary monthly cellular plan with phone, text and data capability. Such provision and use shall be in accordance with all applicable Washoe County policies regarding issuance and use of County-owned cellular telephones.
- C. Dues & Subscriptions: Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of Employer. This amount shall not exceed \$2,000.00 per year unless reviewed and approved by the Commission chair and vice-chair.
- D. Retirement: Employee will be deemed as a Regular Member of PERS under the Employer-Pay Plan. Employer agrees to pay all contributions (100%) to the Nevada Public Employees Retirement System ("PERS") on behalf of Employee as required or limited by PERS. The current Regular member contribution rate is 29.25% as of 07/22/19. Applicable PERS rate contribution adjustments that may occur in "odd" years are shared 50%/50% between Employee and Employer and will be implemented in accordance with other unclassified management employees. The Employee portion of the PERS rate contribution adjustment may affect the employee's base salary.
- E. Health Benefits: Employee is entitled to all health benefits provided to unclassified management employees. Eligibility for health benefits will begin after 90 days of employment at which time you will be automatically enrolled in the High Deductible Health Plan (HDHP) with a Health Savings Account.
- F. Manager's Life Insurance: Employee is entitled to management life insurance provided to unclassified management employees.
- G. County agrees to provide employee with a County procurement card for expenses which are non-personal and are job-related for employee in the normal course of his duties, including but not limited to travel expenses, attendance at community events and other functions where Employee is representing the County and meals where County business is being discussed or conducted. This amount shall not exceed \$500.00 for meals per year.
- H. County agrees to provide moving expenses as described in Washoe County Code Chapter 5 not to exceed \$7500. Travel expenses will be reimbursed as described under Washoe County Code Chapter 5.

Section 7. No Reduction of Compensation and Benefits.

Except as otherwise provided herein, Employer shall not at any time during the term of this Agreement decrease the salary, compensation, or other financial benefits of Employee specified for the term of the Agreement without the consent of Employee unless Employee is incapacitated to perform the services required hereunder and has exhausted available leave, or to the degree such a decrease is across the-board for all unclassified management employees of Employer.

Section 8. Professional Development.

To the extent allowed by law and as may be consistent with Washoe County's travel ordinance, Employer-hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of Employee for short courses, institutes, seminars, and conferences, adequate to continue the professional development of Employee. This amount shall not exceed \$4,000.00 per year unless reviewed and approved by the Commission chair and vice-chair. This amount shall not include any travel and subsistence expenses incurred in the normal course of duties as a representative of Washoe County.

Section 9. Expectations and Annual Evaluation.

- A. Employee at six (6) months from commencement of this contract will provide an update, expectations, and assessment of the County for presentation at a Board of County Commissioners' meeting.
- B. The Board of County Commissioners, with Employee's input, agrees to adopt priorities and expectations for Employee each year annually on the anniversary of this Agreement during the term of this Agreement. The Board's adoption of priorities and expectations for the Employee shall coincide with Employee's evaluation as provided in Paragraph C below. The priorities and expectations may be added to or deleted as the Board of County Commissioners may from time to time determine, in consultation with Employee.
- C. Each year prior to or as near as possible to the commencement date of this contract, which date is beginning November 25, 2019, or 30 days before or after that date, unless otherwise mutually agreed by the Employee and Employer acting by and through the Chairman of the Board of County Commissioners, the Board of County Commissioners will review and evaluate Employee's performance in accordance with the provisions of the Open Meeting Law. Employee must contact the Chair of the Board at least sixty (60) days prior to his anniversary date in order to schedule Employee's annual evaluation. The evaluation shall be based upon the priorities and expectations developed as provided in Paragraph A above. The evaluation process will be jointly developed and mutually agreed upon by Employer and Employee.

Section 10. Entire Agreement.

The text of this Agreement, and any subsequent Addendum, constitute the entire agreement between the parties and supersedes all prior Employment Agreements between the parties, rendering them from and after execution of this null and void. This Agreement may be amended only by a written instrument executed by both Parties.

Section 11. Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners has caused this Agreement to be signed and executed on its behalf by its Chair, and duly attested by the Clerk, and the Employee has signed and executed this Agreement, all on the day and year first above written.

Employee

Board of County Commissioners

Eric Brown

Vaughn Hartung

APPROVED AS TO FORM:

ATTESTED BY:

Paul Lipparelli
Assistant District Attorney

Nancy Parent
County Clerk