

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 1st day of December 2025, by and between Washoe County, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners (hereinafter “County or “Employer”), and Kate Thomas (“Employee” or “Thomas”), both of whom do hereby agree as follows:

WHEREAS, Following interviews of several candidates, it is the desire of Employer to employ Thomas as Washoe County Manager pursuant to NRS 244.125 to NRS 244.135, inclusive, subject to the terms of this Agreement; and

WHEREAS, County staff and Thomas negotiated certain elements of compensation, benefits, and working conditions of Thomas’ employment; and

WHEREAS, it is the desire of Employer and Thomas to memorialize the negotiated terms and conditions of Thomas’ employment, in this agreement, and,

WHEREAS, it is the desire of Thomas to accept employment as Washoe County Manager under the terms and conditions set forth in this agreement,

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

1. DUTIES OF EMPLOYEE

Employer agrees to employ Thomas as Washoe County Manager to perform the duties, functions, and responsibilities of County Manager 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. The effective date of this Agreement shall be December 1, 2025.

2. TERM AND TERMINATION

A. TERM

The term of this Agreement begins December 1, 2025, and shall continue until November 30, 2027, unless sooner terminated at the will of Employer or Employee under the terms of this Agreement. At the end of that term, this Agreement may be renewed for success 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 Washoe County Board of County Commissioners, and approving an addendum to this Agreement which sets forth the renewal period and any other changes to this Agreement.

B. TERMINATION BY EMPLOYEE

Employee may terminate this agreement at any time for any reason by giving 60 days advanced notice to Employer. Employee shall not be entitled to severance pay of any kind should Employee terminate the agreement.

C. TERMINATION BY EMPLOYER

Thomas is an at-will employee and serves at the pleasure of the Washoe County Board of County Commissioners. Employer has the discretion to terminate this Agreement at any time and for any reason, with or without cause, by giving Thomas 60 days advanced notice. Thomas has no right to appeal or challenge Employer's discretionary decision to terminate this at-will employment. The parties agree that the provisions of this Agreement cannot be construed in a way that modifies Employee's at-will status and do not create an implied contract to terminate employee only for cause.

D. SEVERANCE PAY

Except as otherwise provided in this paragraph, if Employer terminates Thomas' employment before the end of the employment term, Employer agrees to pay Thomas severance pay equal to six (6) months of her base salary at the time of termination. Employee shall not be entitled to severance pay if she is terminated for an arrest or conviction of any crime other than a misdemeanor traffic citation that does not involve alcohol or drugs, or if Employee engages in conduct which constitutes a violation of law or policy governing the conduct of public officers. Employee shall not be entitled to severance pay if her employment terminates at the conclusion of the term of this Agreement.

E. DUTIES AND RIGHTS UPON TERMINATION

Upon termination of employment, Employee shall immediately (i) cease performing any business of the Employer; (ii) cease representing Employer; (iii) leave the premises; and (iv) return all vehicles, equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer.

3. COMPENSATION

A. SALARY

Employee shall be paid an annual gross base salary of \$338,998.40 to perform the duties of Washoe County Manager for the applicable term, with an effective date of December 1, 2025.

B. COST OF LIVING ADJUSTMENTS

Effective July 1 each year during the term of this Agreement, Employee will be eligible for cost-of-living adjustments in an amount which is equivalent to any cost-of-living adjustment provided to unclassified management employees of the County.

C. MERIT INCREASES AND BONUSES

At the time of Employee's annual evaluation provided for in Section 7 of this Agreement, Employee is eligible for annual salary merit increases or salary adjustments by increasing her base salary. Any merit increases or salary adjustments will be at the sole discretion of the Board of County Commissioners. Employee is also eligible for annual lump sum bonuses for performance, minus the required withholdings. Any performance bonuses will be at the sole

discretion of the Board of County Commissioners. Any amount awarded as a lump sum performance bonus shall not be considered 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 bonus amount and payment of a performance bonus does not obligate Employer to make similar bonuses or pay for performance in subsequent years of this Agreement or successor agreements.

D. OVERTIME PAY AND COMPENSATION TIME

Employee is an exempt employee under Fair Labor Standards Act; and therefore, shall not be entitled to overtime pay or any form of compensation time.

E. LONGEVITY/CAREER INCENTIVE PAY

Employee shall receive the same career incentive pay that is provided to unclassified management employees of the County.

3. LEAVE BENEFITS

Employee shall be entitled to all annual, personal, and sick leave benefits provided for unclassified management employees. 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 eight (80) hours of combined sick leave, vacation, and/or compensatory leave, but who is otherwise eligible to take paid sick leave.

The Employee may annually elect to convert up to eighty (80) hours of accrued but unused vacation leave into a pre-tax employer contribution to the County's eligible deferred compensation plan under Internal Revenue Code § 457(b), subject to all plan terms and applicable IRS contribution limits. To be eligible to make such an election, the Employee must have accrued at least fifty percent (50%) of their maximum allowable vacation leave balance at the time of the election. The Employee shall not receive the value of these hours in cash or any other form of compensation. The election to convert vacation leave must be made in writing prior to the month in which the leave would otherwise be paid or made available and shall be irrevocable once made. All conversions and contributions shall be administered in accordance with the terms of the County's vacation leave policy, its § 457(b) deferred compensation plan, and applicable federal and state regulations.

A. HOLIDAY PAY

Employee shall be entitled to the same paid holidays provided by the unclassified management employees of the County.

B. COMPENSATION FOR UNUSED VACATION LEAVE AND SICK LEAVE

Employee shall be compensated at her hourly base rate of pay for all accumulated and unused vacation upon the termination of her employment. Upon death, retirement, or permanent disability of an employee, or upon termination of the Employee, she shall be paid for accumulated and unused vacation leave and sick leave in the same manner as unclassified

management employees of the County.

4. 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 her 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 regulations.

B. CELL 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 a cell phone and the necessary monthly cell phone 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 cell phones.

C. DUES & SUBSCRIPTIONS

Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, advancement, and for the good of Employer. The amount shall not exceed \$2,000.00 annually unless reviewed and approved by the Commission Chair and/or Vice-Chair in Chair's absence.

D. 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 Commissioner Chair and/or Vice-Chair in Chair's absence.

E. RETIREMENT

Employee will be deemed as a Regular Member of PERS under the Employer-Pay Plan. Employer shall pay the Employee's contribution to the Nevada Public Employees Retirement System (PERS) in the same fashion as unclassified management employees of the County. Applicable PERS rate contributions 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.

F. HEALTH BENEFITS

Employee is entitled to all the health benefits provided to unclassified management employees.

For retirement health insurance benefits, the employee shall receive the same retiree health insurance benefit that is provided to similar situated unclassified management employees of the County, if applicable.

G. LIFE INSURANCE

Employee is entitled to management life insurance provided to unclassified management employees.

H. PROCUREMENT CARD

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 her 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. The amount shall not exceed \$500.00 for meals per year. Employee agrees to follow all applicable policies related to procurement card expenses unless otherwise specified in this section.

5. NO REDUCTION OF COMPENSATION OR BENEFITS

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that the County requires an across the board reduction of salaries; (ii) if Employee is incapacitated and cannot perform her duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of Employer.

6. EXCLUSIVE EMPLOYMENT

Employee agrees that in the absence of advanced approval from the Board of County Commissioners, the County shall be her sole employer and that Employee shall not engage in any other employment of any kind, including independent contractor work.

7. EVALUATIONS

A. PRIORITIES AND EXPECTATIONS

The Board of County Commissioners, with Employee's input, agrees to adopt priorities and expectations for Employee and the Board agrees to do so each year so long as this Agreement is in effect. The Board's adoption of priorities and expectations for Employee shall coincide with Employee's evaluation as provided in Paragraph (7)B 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.

B. ANNUAL REVIEW

Each year prior to or as near as possible to the anniversary date of this Agreement, the Washoe Board of County Commissioners will review and evaluate Employee's performance in accordance with the provisions of Nevada's Open Meeting Law and in accordance with established best practices for a County Manager performance evaluation as defined by the Washoe County Human Resources. Employee shall contact the Chair of the Board at least 30 days in advance of her anniversary date to schedule the evaluation. The evaluation shall be based upon priorities and expectations as developed as provided in Paragraph 7(A). The evaluation process will be jointly developed and mutually agreed upon by Employer and Employee.

8. NOTICES

When required by the Agreement, notice by Employee shall be in writing and shall be by personal service on the Chair of the Washoe County Board of County Commissioners, or sent by regular mail to the Chair, in which case notice shall be deemed effective on the date of mailing.

When required by the Agreement, notice by Employer shall be in writing and shall be by personal service on Employee, or sent by regular mail to Employee, in which case notice shall be deemed effective on the date of mailing.

9. WAIVER

Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement

10. APPLICABLE LAW AND EXCLUSIVE FORUM

The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the substantive and procedural laws of Nevada without resort to conflict of laws principles. The parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

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.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the Parties hereto.

13. AMENDMENT

This Agreement may only be modified in writing signed by both parties, and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement between Washoe County Board of County Commissioners and Kate Thomas this 18th day of November 2025.

EMPLOYEE

Kate Thomas

Date

BOARD OF COUNTY COMMISSIONERS WASHOE COUNTY

Alexis Hill, Chair

Date

APPROVED AS TO FORM

ATTEST

Michael A. Large, Deputy District Attorney

Jan Galassini, Washoe County Clerk