

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 29th 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 John Slaughter, (hereinafter referred to as "Employee"); Employer and Employee understand and agree as follows

WITNESSETH:

WHEREAS, it is the desire of Employer to employ John Slaughter 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 October 28, 2014 and by action of the Board of County Commissioners on October 28, 2014, shall continue until October 28, 2018. 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: the base salary, any bonus or other monetary benefits, any other changes to the terms hereof and a commencement date.

- B. At any time during the term of this Agreement, either the Employer or the Employee may terminate the Agreement by providing thirty (30) 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 thirty (30) days notice, Employer agrees to pay Employee severance pay equal to three months of the then current annual base salary of Employee. Severance pay shall be calculated from the end of the thirty (30) 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 three months severance pay shall not include additional accrual of annual or sick leave benefits or incentive pay for the three months but Employer will make a PERS contribution for the three months severance pay.
- D. If Employee terminates the Agreement by giving thirty (30) 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 thirty (30) day notice period or any longer period as may be agreed upon.
- 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 thirty (30) days after notice is given in accordance with Section 3 below. If Employee is terminated for cause, Employee shall not be 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 \$210,849.60 for the applicable period, with an effective date of October 28, 2014. The annual base salary is payable in installments in the same manner as other employees of the Employer.
- B. 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. A cost of living adjustment consistent with any cost-of-living adjustment provided to all other unclassified management employees of the County; and/or,
 - b. The Board may adjust the annual salary of the Employee by increasing the base salary; and/or,
 - c. 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.
- C. Employee will receive longevity as provided to other unclassified management employees at the rate of \$100 per year of service up to a maximum annual payment of \$3,000 for 30 years or more of service.

Section 5: Benefits.

Employee shall be entitled to all annual and sick leave benefits provided for unclassified management employees, except as more specifically described or limited herein. Starting with the first pay period in a calendar year, if Employee does not use more than 32 hours of sick leave in the period commencing with the first pay period of the calendar year and ending with the last full pay period of that calendar year he shall be credited with 24 hours of personal leave in the first full pay period in January of the following year. If Employee uses more than 32 hours but no more than 40 hours of sick leave in that period he shall be credited with 8 hours of personal leave in the first full pay period in January of the following year. Personal leave accrual has no cash value and is forfeited if not used by the end of the last payroll in the calendar year in which it was accrued.

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 \$1,500.00 per year.
- D. Retirement: Employer agrees to pay all contributions to the Nevada Public Employees Retirement System ("PERS") on behalf of Employee as required or limited by PERS. PERS rate contribution adjustments will be implemented in accordance with other unclassified management employees.
- E. Health Benefits: Employee is entitled to all health benefits provided to unclassified management employees.
- F. Manager's Life Insurance: Employee is entitled to management life insurance provided to unclassified management employees.

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 \$3,000.00 per year.

Section 9. Expectations and Annual Evaluation.

- A. 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 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. Each year prior to or as near as possible to the commencement date of this contract, which date is October 28, 2014, 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 thirty 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.

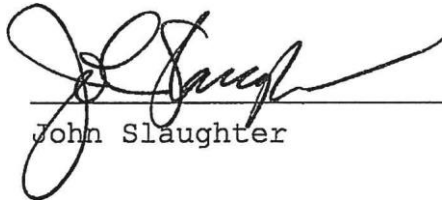
The text of this Agreement, and any subsequent Addendum, constitute the entire agreement between the parties and supersedes all prior Employment Agreements between the parties, rendering them from and after execution of this null and void. This Agreement may be amended only by a written instrument executed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



John Slaughter

APPROVED AS TO FORM:



Paul Lipparelli
Assistant District Attorney

Board of County Commissioners



David Humke, Chairman

ATTr:



n t y Clerk