

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 5th day of September, 2022, and effective as of that date, by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter called "County", and Rosemary A. Vassiliadis, hereinafter called "Vassiliadis", which parties agree as follows:

### **Section 1. Scope of Employment**

The County hereby agrees to employ Vassiliadis in the position of Director, Department of Aviation, to perform the functions and duties of the administrator of the County's Aviation Department, as prescribed by County Code and Nevada Revised Statutes, and other related duties as the County, through its Board of Commissioners and/or the County Manager, may assign from time to time. Employment under this agreement shall be considered a continuation of Vassiliadis's employment with the County and not a break in service.

### **Section 2. Term**

This agreement shall be effective as of the date first set forth above, and shall continue in effect for one (1) year from that date, unless earlier terminated pursuant to Section 3 below. In the event that written notice is not given by either party to this agreement to the other at least 90 days in advance of the termination date as herein provided, this agreement shall continue thereafter on a month-to-month basis until terminated by either party hereto, and termination at the end of any monthly period shall trigger severance benefits under Section 3(B) as if Vassiliadis voluntarily resigned.

### **Section 3. Termination and Severance Pay**

A. In the event that the County, through its Board of Commissioners or the County Manager, wishes to terminate this agreement prior to the expiration of a term hereof, or in the event that Vassiliadis is unable to perform her duties hereunder due to disability caused by sickness, accident, injury, mental or physical incapacity, the County shall pay Vassiliadis, in a lump sum payment, all salary and monetary equivalent of employee benefits owing to Vassiliadis hereunder for the 12 month period following such early termination. Provided, however, that such monies shall not be due and owing in the event that Vassiliadis's employment is terminated because of her conviction for any illegal act involving personal gain to her or moral turpitude, for official acts or omissions constituting malfeasance or nonfeasance, or for willfully failing to perform her duties as directed by the Board or the County Manager.

B. In the event that Vassiliadis voluntarily resigns without disability or a request to do so from the Board of Commissioners or the County Manager, or is terminated for illegal or inappropriate conduct set forth in Provision A. she shall receive separation benefits accorded to other department head management employees in accordance with the Management Compensation Plan then in effect.

#### **Section 4. Salary**

Vassiliadis shall be entitled to payment of an annual base salary of \$289,577.60 payable in installments at the same time and in the same manner as other employees of the County.

#### **Section 5. Hours of Work**

Vassiliadis's work week shall be a minimum of 40 hours, inclusive of annual, administrative and sick leave time taken, and she shall maintain records of such leave taken in the same fashion as applicable to other County department heads.

#### **Section 6. Leave, Automobile, Health and other Supplemental Benefits**

Vassiliadis shall accrue and have credited to her personnel account, annual, sick, birthday, and administrative leave, and health, disability, longevity benefits, and any other benefits at the same rate and subject to the same conditions as other similar management category employees in accordance with the Management Compensation Plan in effect at the time of approval of this agreement. Vassiliadis shall be afforded a Wellness Benefit allowance of \$500.00 per month. All provisions of state law, county code, and county rules and regulations relating to annual and sick leave, retirement systems contributions, holiday, and other fringe benefits and working conditions as they exist or are amended from time to time shall apply to Vassiliadis as they would to other similar management employees of the County, except as specifically altered or amended herein.

#### **Section 7. Retirement**

The County agrees to pay all retirement costs associated with Vassiliadis's employment into the Public Employees' Retirement System of Nevada, and further agrees to pay into the County's deferred compensation program the maximum allowable annual limit, inclusive of catch-up provisions, allowed for by Section 457 of the Internal Revenue Code, for any calendar year during the term of this agreement.

#### **Section 8. General Expenses**

The County recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Vassiliadis and hereby agrees to reimburse or to pay said general expenses, in an amount not to exceed \$12,000.00 annually, and the Airport Chief Financial Officer or designee is hereby authorized to disburse such monies upon receipt of duly executed expense of

petty cash vouchers, receipts, statement or personal affidavits.

### **Section 9. Annual Evaluation**

Vassiliadis shall be given an annual performance evaluation by the County Manager in December of each year, and shall be eligible for a salary increase. In addition to any pay adjustments made at that time to Vassiliadis's salary, the County Manager may award an additional bonus to Vassiliadis, which shall not increase her base pay, up to twenty percent (20%) per year.

### **Section 10. Notices**

Notices pursuant to this agreement shall be delivered personally in writing or by certified mail, return receipt requested, addressed as follows:

COUNTY: County Manager  
500 S. Grand Central Parkway, 6<sup>th</sup> Floor  
P.O. Box 551601  
Las Vegas, Nevada 89155-1601

VASSILIADIS: Rosemary A. Vassiliadis  
Department of Aviation  
5757 Wayne Newton Blvd  
Las Vegas, Nevada 89111-1005

Notice shall be deemed given as of the date of personal service or as of the date of deposit with the United States Postal Service.

### **Section 11. General Provisions**

- A. This text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding and accrue to the heirs, assigns, and successors of the parties hereto.
- C. This agreement may be amended by written document executed by both parties hereto.
- D. If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Waiver of any provisions of this agreement shall not be construed by the other party hereto to be a continuing waiver of that provision or to be a waiver of any other provision contained herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date first written above.

COUNTY:

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JAMES B. GIBSON, Chairman  
Board of County Commissioners

Attest:

\_\_\_\_\_  
Lynn Goya, Clerk

Approved as to form:

  
\_\_\_\_\_  
Lisa Logsdon, County Counsel

VASSILIADIS:

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ROSEMARY A. VASSILIADIS  
Director of Aviation