

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of November 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 Patrick Kevin Schiller, hereinafter called "Schiller", which parties agree as follows:

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

The County hereby agrees to employ Schiller in the position of County Manager to perform the functions and duties as specified in County Code 2.44 and to perform other legally permissible and proper duties as the County, through its Board of Commissioners, may assign from time to time. Employment under this agreement shall be considered a continuation of Schiller's employment with the County and not a break in service.

### **Section 2. Term**

This agreement shall be effective November 11, 2022, and shall continue in effect until November 11, 2025, unless earlier terminated pursuant to Section 3 below. This agreement may be renewed upon affirmative action of the County prior to the expiration of the term. In the event that the County does not take affirmative action to extend the agreement, this agreement shall continue on a month-to-month basis until terminated by either party thereto, and termination at the end of any monthly period shall trigger severance benefits under Section 3 as if Schiller voluntarily resigned.

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

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

B. In the event that Schiller voluntarily resigns without disability or a request to do so from the Board of Commissioners, he shall receive separation benefits accorded to other department head management employees in accordance with the Management Compensation Plan then in effect.

C. In the event that Schiller is terminated for illegal or inappropriate conduct as set forth in Provision A or voluntarily resigns while an investigation relating to his employment is pending, Schiller is not entitled to receive any (1) wages in lieu of notice or administrative leave; (2) salary, benefits or equivalent compensation, including without limitation severance pay; (3) bonus; or (4) other form of payment.

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

Schiller shall be entitled to payment of an annual base salary of \$297,000 payable in installments at the same time and in the same manner as other employees of the County.

#### **Section 5. Hour of Work**

Schiller's work week shall be a minimum of 40 hours, and the County recognizes that Schiller will devote a great deal of time outside normal office hours to the business of the County.

#### **Section 6. Automobile**

It is anticipated that Schiller will use primarily his own vehicle to conduct County business and will be afforded a vehicle allowance of \$600.00 per month.

#### **Section 7. Leave, Health and other Supplemental Benefits**

Schiller shall accrue, and have credited to his personnel account, annual, sick, birthday, holiday, administrative leave, and health and disability 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, Management Category I in effect at the time of approval of this agreement. As of the effective date of this Agreement, Schiller 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 Schiller as they would to other similar management employees of the County, except as specifically altered or amended herein.

#### **Section 8. Retirement**

The County agrees to pay all retirement costs associated with Schiller's employment into the Public Employees Retirement System of Nevada, in a manner provided for in NRS Chapter 286, and to match any payments made by Schiller into the County's deferred compensation programs in any calendar year up to the annual limit allowed by the Internal Revenue Code.

## **Section 9. Professional Development**

The County agrees to pay reasonable travel and subsistence expenses of Schiller in professional and official travel, meetings and other occasions adequate to continue the professional development of Schiller and to pursue necessary official and other functions for the County, including but not limited to the Annual Conference of National Association of Counties, the State Association of Counties, and such other national, regional, state, and local government groups and committees thereof which Schiller serves as a member.

## **Section 10. General Expense**

The County recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Schiller and hereby agrees to reimburse or to pay said general expense, in an amount not to exceed \$24,000 per year, and the County Comptroller is hereby authorized to disburse such monies upon receipt of duly executed expense of petty cash vouchers, receipts, statement or personal affidavits.

## **Section 11. Annual Evaluation**

Schiller shall be given an annual performance evaluation in November of each year and shall be eligible for a salary increase. In addition to any pay adjustments made at that time to Schiller's salary, the Board may award an additional bonus to Schiller, which shall not increase his base pay. Any bonus awarded must be based on merit and awarded at a public meeting. Such evaluation shall be based upon performance standards developed jointly by the Board and Schiller.

## **Section 12. Notices**

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

COUNTY:	Chairman, Board of Commissioners 500 S. Grand Central Parkway, 6 <sup>th</sup> Floor P.O. Box 551601 Las Vegas, Nevada 89155-1601
SCHILLER:	Patrick Kevin Schiller 500 S. Grand Central Parkway, 6 <sup>th</sup> Floor P.O. Box 551111 Las Vegas, Nevada 89155-111

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 13. 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. In 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 provision 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:

\_\_\_\_\_  
Chair  
Board of Commissioners

Attest:

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

Approved as to form:

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

SCHILLER:

\_\_\_\_\_  
PATRICK KEVIN SCHILLER, County Manager