

## CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS CITY ATTORNEY EMPLOYMENT AGREEMENT (the "Agreement") is entered into this 18<sup>th</sup> day of January, 2017 by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Micaela Moore, an individual (the "City Attorney").

### RECITALS

WHEREAS, the City Council of the City of North Las Vegas (the "City Council") desires to employ an individual to serve in the position of City Attorney for the City as prescribed by the City's Municipal Code and/or Charter;

WHEREAS, the City Council desires to provide certain benefits, to establish certain conditions of employment, and to set certain working conditions of the City Attorney;

WHEREAS, the City Council desires to (1) secure and retain the services of the City Attorney; (2) to provide inducement for her to remain in such employment; and (3) to provide a mechanism for terminating the City Attorney's services;

WHEREAS, the City Attorney is licensed to practice law in the State of Nevada and is otherwise qualified to serve in the position of City Attorney for the City; and

WHEREAS, the City Attorney desires to accept employment as the City Attorney of the City pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

#### 1. EMPLOYMENT AND DUTIES

The City hereby employs Micaela Moore as City Attorney to be the chief legal officer of the City and to perform functions and duties specified in the City's Municipal Code, the City Charter, and the Nevada Revised Statutes, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign.

#### 2. PERIOD OF EMPLOYMENT

2.1 Commencement and Effective Date. The City Attorney shall commence her services hereunder as of January 9, 2017, which shall also be deemed the effective date of this Agreement (the "Effective Date").

2.2 Work Week. The defined work week for the City Attorney shall be the same as all other administrative employees. However, the City Attorney shall devote such additional time as is necessary for the full and proper performance of the City Attorney's

duties as provided in this Agreement and agrees that the compensation provided for in this Agreement includes compensation for all such services. The City Attorney shall be allowed to establish an appropriate work schedule that takes into consideration the City Attorney's required work outside normal business hours, but shall be available during normal business hours for other administrative employees when possible.

2.3 Term. The term of this Agreement (the "Term") expires upon the earliest of the following: (a) 11:59 p.m, Pacific Time, January 9, 2019, unless the Term of this Agreement is extended pursuant to Section 2.4 of this Agreement; (b) such time as the City Council or the City Attorney terminate this Agreement and as specified in Section 3 of this Agreement; or (c) upon the death or retirement of the City Attorney.

2.4 Option to Extend. The City Attorney may extend the Term of this Agreement for one (1) additional year, or any portion thereof, by delivering written notice of intent to extend to the City Manager at least thirty (30) days prior to the expiration of the Term.

### 3. TERMINATION

3.1 Termination by the City. Except as otherwise provided in this Agreement, the City may terminate this Agreement and the employment of City Attorney at any time, with or without cause, (a) upon the affirmative vote of at least three (3) members of City Council and (b) upon compliance with the provisions set forth in Section 4 of this Agreement.

3.2 Termination by the City Attorney. The City Attorney may terminate this Agreement and her employment at any time during the Term upon thirty (30) days' written notice prior to the effective date of her resignation, pursuant to the provisions set forth in Section 4 of this Agreement or as otherwise mutually agreed by the parties.

3.3 Cooling Off Period. Notwithstanding anything to the contrary in this Agreement, the City shall not terminate this Agreement and the employment of the City Attorney within the ninety-day period before or after a municipal election or the appointment of one or more City Council members.

3.4 No Representation Period. If either party terminates the City Attorney's employment, the City Attorney shall not represent any client before the City Council within the six (6) months following the City Attorney's termination, subject to the City Attorney's obligations under the Nevada Rules of Professional Conduct. This Section survives the termination or expiration of this Agreement.

### 4. SEVERANCE

4.1 Severance Pay. If the City elects to terminate this Agreement and the services of the City Attorney under this Agreement, the City shall, upon the effective date of such termination, pay to the City Attorney the sum equal to six (6) months' salary and benefits in effect at the time of such termination, including contributions to the Nevada Public Employees Retirement System equivalent to the six (6) month period following

termination and payment of the cost of the succeeding six (6) months of the City Attorney and dependents' existing health insurance coverage, and accrued benefits (as accrued benefits are defined in Section 4.2 hereof) as and for Severance Pay.

4.2 Payment for Accrued Benefits. Upon the termination of this Agreement by either party, or upon the expiration of the Term, the City shall pay to City Attorney the cash equivalent of vacation, holiday, emergency and sick leave, then-accrued as of the date of the termination in amounts or percentages consistent with other department heads of the City, with the exception of the minimum service level required for payment of accumulated sick leave which will be waived.

4.3 Release and Non-Disparagement. The parties agree for themselves, their heirs, executors, administrators, assigns, agents, officers and employees that in consideration for any payment of any Severance Pay provided for in this Agreement, each shall release and hold the other party harmless, from and against any and all manner of actions, causes of actions suits, debts, claims, demands, or damages, liability or expenses, including attorney's fees, of every kind and nature incurred or arising by reason of any actual or claimed act or omission while rendering services to the City. The foregoing release does not include and shall not apply to any causes of actions, suits, debts, claims, demands, or damages, liability or expenses, including attorney's fees, arising from personal injury to City Attorney while on City property, arising from any claim for worker's compensation or those claims prohibited from such a release under Nevada or federal law. The parties further agree if the City Attorney refuses any Severance Pay provided for in this Agreement, the foregoing release shall also be waived, and the parties retain all rights and remedies available to them. The parties further agree neither party shall engage in any conduct or make any statements that defame, disparage, or cause harm or embarrassment to the other party.

4.4 Disability. If the City Attorney is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of ninety (90) working days beyond any accrued sick leave in any consecutive twelve-month period, the City shall have the option to terminate this Agreement, subject to Section 4 of this Agreement. Nothing in this Section shall affect the City Attorney's rights under any disability plan in which she is a participant.

4.5 Death. The City Attorney's employment shall terminate automatically upon her death. The City shall pay to the City Attorney's beneficiaries or estate, as appropriate, any compensation and accrued benefits then due and owing, and shall continue to pay the City Attorney's salary and benefits, through the second full month after her death. Thereafter, all obligation of the City under this Agreement shall cease. In the event of the demise of the City Attorney, City agrees to provide health and other insurance benefits for the City Attorney's dependents for six (6) months. Nothing in this section shall affect any entitlement of City Attorney's heirs to the benefits of any life insurance plan or other applicable benefits.

4.6 City Attorney's Right to Declare Termination. If the City, the City Council, its citizens, any administrative agency of the executive branch of the State of Nevada, or the legislature acts to amend any provision of the North Las Vegas Charter or Municipal Code pertaining to the role, powers, duties, authority, responsibilities of the City Attorney or takes any other legislative or administrative action that otherwise substantially alters the municipal form of government of the City or the ability of the City Council to govern it, the

City Attorney may declare that such amendments constitute a termination of this Agreement without cause subject to Section 4 of this Agreement.

4.7 Resignation Severance. If the City Attorney resigns her employment following notice from the City Clerk that the City Council will be considering terminating the City Attorney's employment without cause at a duly authorized public meeting, she shall be entitled to recover Severance Pay.

4.8 No Severance for Termination with Cause. Notwithstanding anything to the contrary in this Agreement, the City shall not pay any Severance pay if the City Council terminates the City Attorney's employment "with cause." As used in this Agreement, "with cause" means (a) the City Attorney committing fraud, embezzlement, misappropriation, or theft in the performance of any duties for the City; (b) the City Attorney's conviction of any felony, or the City Attorney entering into a plea agreement for any felony; (c) the City Attorney manufacturing, distributing, dispensing, transporting, or possessing illegal drugs; (d) the City Attorney being under the influence of alcohol during working hours or while on City property or in City vehicles; (e) the City Attorney misusing or abusing prescription drugs during working hours or while on City property or in City vehicles; (f) the City Attorney having present in her body illegal drugs in any amount during working hours or while on City property or in City vehicles; and (g) the City Attorney failing to maintain a license in good standing to practice law in the State of Nevada during the Term of this Agreement.

## 5. SALARY

5.1 Annual Compensation. The City shall compensate the City Attorney for her services rendered at an annual base salary of One Hundred Eighty Thousand Dollars (\$180,000.00) (the "Salary") as may be adjusted from time to time in accordance with Section 5.3, or as this Agreement may be amended. The City Attorney's salary shall be payable in accordance with the standard payroll procedures of the City.

5.2 Deferred Compensation Plan. The City Attorney may participate in the City's deferred compensation plan (the "Plan") and the City shall make a matching contribution for at least that portion of the City Attorney's voluntary deferred compensation contributions on the same basis that the City makes available to other key employees in the Plan.

5.3 Salary Review. The City and the City Attorney may conduct, but are not obligated, a salary review concurrently with any performance evaluation set forth in Section 6.2.

5.4 Salary Adjustment. The affirmative vote of at least three members of the City Council shall be required to effectuate an increase in the salary paid to the City Attorney. The City shall not reduce the City Attorney's salary without the written consent of the City Attorney and any such reduction will not take effect until sixty (60) days after written consent.

5.5 Cost of Living Adjustment. The City Attorney shall be entitled to automatic cost of living salary increases in amounts or percentages consistent with other department heads of the City.

6. PERFORMANCE EVALUATIONS

6.1 Purpose. The parties shall devise a mutually agreeable performance review and evaluation process to provide review and feedback to the City Attorney at least once a year so as to facilitate a more effective provision of legal services to the City.

6.2 Evaluation of Performance/Professional Competence. The City Council shall only review and evaluate the performance and professional competence of the City Attorney at a regularly scheduled public meeting of the City Council. The City Attorney shall be present at each and every performance evaluation meeting.

7. HEALTH AND WELLNESS

7.1 Scope. The City Attorney and her dependents shall be entitled to the same health care coverage for medical, dental, and vision care insurance programs offered by the City as granted to department heads of the City, or such additional coverage and voluntary benefits as may be available from time-to-time to its department heads. The City Attorney shall pay monthly co-share, if applicable, as afforded the City Council and department heads of the City.

7.2 Life Insurance. The City shall obtain and pay for a term life insurance policy on the life of the City Attorney in the amount of a then-current annual year's salary. The City Attorney shall be entitled to obtain or to continue, at her sole cost and expense, additional insurance for herself and/or her spouse and dependents. The City Attorney and dependents shall also be entitled to participate in any group life insurance policy offered by the City to its department heads.

7.3 Disability Insurance. The City shall obtain and pay for a policy of disability insurance for the City Attorney as provided to the City Council and department heads of the City. The City Attorney shall be entitled to obtain or to continue, at her sole cost and expense, additional disability insurance for herself and/or her spouse and dependents.

8. RETIREMENT

The City shall pay the City Attorney's share of all required contributions to the Nevada Public Employees Retirement System as required under Nevada law attributable to the City Attorney's employment with the City.

9. VACATION, EMERGENCY LEAVE, AND SICK LEAVE

9.1 Vacation Leave. The City shall advance the City Attorney with three (3) days' vacation leave on the Effective Date. Upon the Effective Date, the City Attorney shall receive the same vacation leave benefits as are afforded department heads of the City,

including provisions governing accrual and, payment therefore upon termination of employment, subject to Section 4 of this Agreement.

9.2 Emergency Leave. Upon the Effective Date, the City Attorney shall receive the same emergency leave benefits as are afforded department heads of the City, including provisions governing accrual and, payment therefore upon termination of employment, subject to Section 4 of this Agreement.

9.3 Sick Leave. Upon the Effective Date, the City Attorney shall receive the same sick leave benefits as are afforded department heads of the City, including provisions governing accrual and, payment therefore upon termination of employment, subject to Section 4 of this Agreement.

## 10. HOLIDAYS

The City Attorney shall be entitled to the same holidays as afforded to department heads of the City. Upon the Effective Date, the City Attorney shall receive the same holiday accrual benefits as are afforded department heads of the City, including provisions governing accrual and, payment therefore upon termination of employment, subject to Section 4 of this Agreement.

## 11. PROFESSIONAL DEVELOPMENT

The City shall budget and pay reasonable expenses for the professional dues and subscriptions of the City Attorney necessary for her participation in national, regional, state, and local associations and organizations necessary and desirable for her professional participation, growth and for the benefit of the City, including, without limitation, the dues of the State Bar of Nevada and continuing legal education costs. The City shall budget and pay the tuition, registration fees and the travel and subsistence expenses of the City Attorney for continuing legal education, professional and official travel, meetings, and occasions adequate to the professional development of the City Attorney and to adequately pursue necessary official and other functions for the City including, but not limited to, the International Municipal Lawyers Association, Nevada League of Cities and Municipalities, national, regional, state, and local governmental groups and committees thereof which the City Attorney serves as a member.

## 12. TRAVEL, MEETING AND OTHER EXPENSES

12.1 Out-of-Town Meetings and Seminars. The City shall reimburse the City Attorney the actual cost for registration, travel, lodging, meals, parking, transportation, and other expenses incurred by the City Attorney while attending overnight out-of-town meetings or seminars related to her employment with the City, including, without limitation, meetings or proceedings related to the legal defense of the City.

12.2 Local Meetings and Seminars. The City shall reimburse the City Attorney the actual cost for registration, travel, meals, parking, transportation, and other expenses necessarily incurred while in attendance at local meetings or seminars related to her

employment with City, including, without limitation, meetings or proceedings related to the legal defense of the City.

12.3 Other Expenses. The City recognizes that certain expenses of a non-personal nature but job-related nature are incurred by the City Attorney and agrees to reimburse or to pay said general expenses. These expenses may include meals where City business is being discussed or conducted and participation in social events of various organizations when representing the City. The City's Department of Finance is authorized to disburse such monies upon receipt of duly executed expenses or petty cash vouchers, receipts, statements or personal affidavits.

13. EQUIPMENT

The City shall provide the City Attorney with all equipment customary and necessary for performance of her employment. Recognizing the importance of constant communication and maximum productivity, the City shall provide the City Attorney, for business and personal use, a laptop computer or tablet with mobile internet service required for the City Attorney to perform the City Attorney's duties and to maintain communication with the City's staff and officials as well as other individuals who are doing business with the City.

14. CIVIC CLUB MEMBERSHIP

The City recognizes the value of having the City Attorney participate and be directly involved in local civic clubs and organizations. The City shall pay for the reasonable membership fees and/or dues to enable the City Attorney to become an active member of such civic clubs and organizations.

15. BONDING AND PROFESSIONAL LIABILITY INSURANCE

The City shall bear the full cost of any fidelity or other bonds required of the City Attorney by the City Council or as required under any law or ordinance. The City shall pay the premiums of a professional liability insurance policy in an amount and with limits of liability reasonably acceptable to the City Attorney.

16. OTHER ACTIVITIES

Except with prior written consent of the City Council, the City Attorney shall not accept any other employment or engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that may be in conflict with or might place the City Attorney in a position in conflict with the City. Absent a conflict of interest, and upon reasonable notice to the City Council, the City Attorney may accept temporary outside employment which will not in any way interfere with the performance of, or the City Attorney's availability for the performance of, the City Attorney's duties hereunder. The term "outside employment" means services provided to third parties for which the City Attorney is compensated for her own account and which are performed on the City Attorney's time off. Further, absent a conflict of interest, and upon reasonable notice to the City Council, the City Attorney may teach, consult, and accept speaking engagements on a fee basis for her own account or accept pro bono cases subject to NRS 7.065. Such

activities shall not otherwise interfere with the City Attorney's ability to perform her duties hereunder.

17. INDEMNIFICATION

The City shall defend, hold harmless, and indemnify City Attorney against any and all claims, whether groundless or otherwise, or judgments for damages or injunctive relief arising from, related to or connected with any tort, professional liability claim or demand, or civil rights or other legal action whatsoever, whether civil, criminal, administrative, arbitrative or investigative, arising out of an alleged act or omission occurring in the course of the performance of her duties as the City Attorney or resulting from the exercise of judgment or discretion by the City Attorney in connection with the performance of her duties or responsibilities. The City Attorney may request and the City may not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation provided by and/or at the expense of the City for the City Attorney shall extend until a final unappealable determination of the legal action, regardless of whether the City Attorney is still employed by the City. The City shall have the right to compromise and settle any such claim or suit against the City Attorney, with the City Attorney's consent. The City shall promptly pay the amount of any settlement or judgment rendered thereon in accordance with State law and shall provide the City Attorney with reasonable proof of such settlement or satisfaction of judgment. Further, the City agrees to pay all reasonable litigation expenses of the City Attorney during the pendency of any litigation to which the City Attorney is a party, witness or advisor. Such expense payments shall continue beyond the City Attorney's service to the City as long as litigation is pending. The City shall also provide legal representation for the City Attorney for any complaint filed before the Nevada State Ethics Commission or Nevada State Bar for allegations related to conduct within the scope of the City Attorney's employment. This Section survives the expiration or termination of this Agreement.

18. NO REDUCTION OF BENEFITS

The City shall not, at any time during the term of this Agreement, reduce the non-salary benefits of the City Attorney, except to the degree such reductions exist or are enacted for all department heads of the City. Any reduction in salary shall be governed by Section 5.4.

19. GENERAL PROVISIONS

19.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of the City Attorney by the City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein and that no other agreement, statement, or promises not contained in this Agreement shall be valid or binding upon either party.

19.2 Heirs and Assigns. This Agreement shall bind and inure to the benefit of the heirs at law and executors of the City Attorney.

19.3 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

19.4 Partial Invalidity. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19.5 Governing Law and Venue. The laws of the State of Nevada govern the construction and interpretation of this Agreement. Venue lies with any court of competent jurisdiction in Clark County.

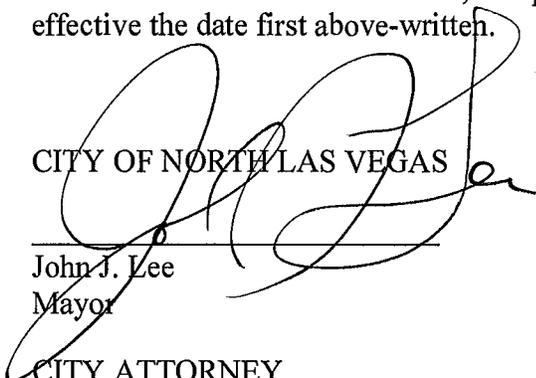
19.6 Attorney's Fees. If either party commences any action against the other to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and expenses, including reasonable attorney's fees, as determined by the court. Reasonable attorney's fees include fees and costs of the City Attorney's Office. This Section survives the expiration or termination of this Agreement until the applicable statutes of limitation expire.

19.7 Amendment. The parties shall not amend this Agreement except by an instrument in writing signed by both parties.

19.8 Neutral Construction. Each party to this Agreement has had the opportunity to retain counsel, and to review and participate in the drafting of this Agreement, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting parties will not be employed or used in any interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and official seals to be effective the date first above-written.

CITY OF NORTH LAS VEGAS

  
\_\_\_\_\_  
John J. Lee  
Mayor

CITY ATTORNEY

  
\_\_\_\_\_  
Micaela Moore

ATTEST:

  
\_\_\_\_\_  
Catherine A. Raynor, MMC  
City Clerk