

SECOND AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (the "Agreement") is entered into this 15th day of January 2020, by and between the City of North Las Vegas, a Nevada municipal corporation (the "City"), and Ryann Juden, an individual ("Employee" or "City Manager").

RECITALS

WHEREAS, the City Council of the City of North Las Vegas (the "City Council") entered into an Employment Agreement with Employee effective on April 18, 2018;

WHEREAS, the City Council entered into a First Amended and Restated Employment Agreement with Employee effective on April 3, 2019;

WHEREAS, it is the desire of the City Council to retain the services of Employee to continue to serve in the position of City Manager for the City as prescribed by the North Las Vegas Municipal Code and/or North Las Vegas City 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 Manager;

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

WHEREAS, Employee desires to accept employment as the City Manager of the City pursuant to the terms and conditions of employment of this Agreement; and

WHEREAS, the City Council and Employee now desire to amend and restate the First Amended and Restated Employment Agreement in its entirety as set forth herein;

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

1.1 The City hereby employs Employee as the City Manager of the City to perform all functions and duties imposed upon him by the North Las Vegas City Charter, the North Las Vegas Municipal Code, 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. The City reserves the right to amend the North Las Vegas City Charter and the North Las Vegas Municipal Code, both of which include definitions of City Manager functions and duties, as it deems necessary and appropriate, without requiring Employee's acquiescence or an

amendment of this Agreement. Employee agrees to perform all such functions and duties to the best of his ability and in an efficient, competent and ethical manner.

1.2 Employee shall report directly to City Council. All duties assigned to the Employee by the City Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position. The City Council shall allow Employee to perform his duties without interference, subject to the terms and conditions of this Agreement.

2. TERM OF EMPLOYMENT

2.1 Commencement and Effective Date. Employee will commence his services hereunder as City Manager on January 15, 2020, which will also be deemed the effective date of this Agreement (the "Effective Date").

2.2 Work Week. The defined work week for the City Manager will be the same as all other administrative employees. However, Employee will devote such additional time as is necessary for the full and proper performance of the City Manager's duties as provided in this Agreement and Employee agrees that the compensation provided for in this Agreement includes compensation for all such services. Employee will be allowed to establish an appropriate work schedule that takes into consideration the City Manager's work required outside normal business hours, but will 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 14, 2022, unless the Term of this Agreement is extended pursuant to Section 2.4 of this Agreement; (b) such time as the City Council or City Manager terminates this Agreement as specified in Section 3 of this Agreement; or (c) upon the death or retirement of the City Manager.

2.4 Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing and as approved by the City Council, this Agreement shall be automatically extended on the same terms and conditions as herein provided for a period of one (1) year, and from year to year thereafter, following the expiration of the Term unless Employee or the City provides at least ninety (90) days' written notice prior to the Term date or anniversary thereof to the other that said party does not wish to extend this Agreement for an additional one (1) year term.

2.5 At-Will Employment. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement. Similarly, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3 of this Agreement.

2.6 Outside Employment. Except with prior written consent of the City Council, the City Manager 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 Manager in a position in conflict with the City. Absent a conflict of interest, and upon reasonable notice to the City Council, the City Manager may accept temporary outside employment that will not in any way interfere with the performance of, or the City Manager's availability for the performance of, the City Manager's duties hereunder. The term "outside employment" means services provided to third parties for which the City Manager is compensated for his own account and which are performed on the City Manager's time off. Further, absent a conflict of interest, and upon reasonable notice to the City Council, the City Manager may teach, consult, and accept speaking engagements on a fee basis for his own account. Such activities shall not otherwise interfere with the City Manager's ability to perform his duties hereunder.

2.7 Residency. Employee may reside outside the City of North Las Vegas while employed as City Manager under this Agreement.

3. TERMINATION

3.1 Termination by the City for Cause. The City may terminate this Agreement and the employment of the City Manager at any time for cause upon the affirmative vote of at least three (3) members of the City Council. For purposes of this Agreement and this Section 3.1 "for cause" means the occurrence of any of the following events: (a) Employee's material breach of this Agreement; (b) Employee's failure or inability to perform his duties within the expectations of the City as determined by the City Council; (c) Employee's arrest or conviction for a felony or any other crime involving moral turpitude or dishonesty which, in the good faith opinion of the City as determined by the City Council, would impair Employee's ability to perform his duties or the City's reputation; (d) Employee's failure, refusal to comply with, violation, or breach of the North Las Vegas Charter, North Las Vegas Municipal Code, the City's policies, procedures, standards, codes of conduct, or federal, state or local regulations which apply to the City; (e) Employee's unauthorized disclosure of the City's trade secrets and/or other confidential business information; (f) Employee's breach of his duty of loyalty or other fiduciary duties; (g) Employee's act of fraud, misrepresentation, dishonesty, concealment, theft, embezzlement, or the misappropriation of City assets; (h) Employee's inability or failure to secure and/or maintain his required licenses by government agencies with jurisdiction over the City or Employee; (i) Employee's continued unsatisfactory job performance; (j) the City Manager manufacturing, distributing, dispensing, transporting, or possessing illegal drugs; (k) the City Manager being under the influence of alcohol during working hours or while on City property or in City vehicles; or (l) the City Manager misusing or abusing prescription drugs or having present in his body illegal drugs in any amount during working hours or while on City property or in City vehicles.

It is expressly acknowledged and agreed that the decision as to whether "cause" exists for termination of the employment relationship by the City is delegated to the City Council. If Employee disagrees with the decision reached by the City Council any dispute as to the "cause" determination will be limited to whether the City reached its decision in good faith and not for any arbitrary, capricious or illegal reason, which shall be the standard applied by any fact finder.

3.2 Termination by the City Without Cause. For purposes of this Agreement, any of the following occurrences shall be deemed a termination “without cause”: (a) a majority of the City Council votes to terminate the employment of Employee for any reason not stated in Section 3.1 of this Agreement; (b) if the City Manager resigns his employment following notice from the City Clerk that the City Council will be considering terminating the City Manager’s employment without cause at a duly authorized public meeting; or (c) if the City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental or physical incapacity, or health, the City will have the option to terminate this Agreement.

3.3 Termination by the City Manager. The City Manager may terminate this Agreement and resign his employment with the City at any time, with or without cause, upon providing thirty (30) days’ written notice prior to the effective date of the resignation unless otherwise agreed by the parties.

3.4 Suspension Pending Investigation/Administrative Leave. In order to investigate allegations of misconduct, to preserve the integrity of potential investigations, and/or in other exigent circumstances, the City may place the City Manager on suspension pending investigation/administrative leave upon the combined direction of the City Attorney and any two members of the City Council. Any such suspension pending investigation/administrative leave will not exceed 30 days, unless the City Attorney and any two members of the City Council collectively determine that an extension of the suspension pending investigation/administrative leave is necessary. If the City Manager is placed on suspension or administrative leave pursuant to this Section, he shall immediately designate an Acting City Manager to act in his place during the time the City Manager is on suspension or administrative leave. The City Manager shall otherwise have no power or authority to act as City Manager during this time.

3.5 Cooling Off Period. Notwithstanding anything to the contrary in this Agreement, the City shall not terminate this Agreement and the employment of the City Manager within the ninety-day period before or after: (1) the first day of candidate filing for City Council; (2) a municipal election; (3) the swearing in of one or more City Council members; or (4) the appointment of one or more City Council members.

3.6 Waiver of Section 3.030 of the North Las Vegas City Charter. Employee hereby waives the City Manager removal provisions set forth in Section 3.030 of the North Las Vegas City Charter in favor of resolving any disputes regarding the termination of the City Manager’s employment as set forth in this Agreement. Employee acknowledges and agrees that said waiver is knowing and voluntary and supported by sufficient consideration, including but not limited to the alternative dispute resolution process set forth in this Agreement.

4. SEVERANCE

4.1 Severance Pay for Termination Without Cause. If the City elects to terminate this Agreement and the employment of City Manager under this Agreement without cause as set forth in Section 3.2 of this Agreement, or if the Employee dies during the Term of this Agreement, the City will, upon the effective date of such termination or thereafter, pay to the

City Manager or the City Manager's beneficiaries or estate: (1) the sum equal to twelve (12) months' salary and the monetary equivalent of all employee benefits in effect at the time of such termination, including contributions to the Nevada Public Employees Retirement System equivalent to the twelve (12) month period following the effective date of the termination, (2) the cost of the succeeding twelve (12) months of the City Manager's and his dependents' existing health insurance coverage, and (3) accrued benefits as defined in Section 4.2 of this Agreement (collectively referred to in this Agreement as "Severance Pay"), subject to the conditions set forth in Section 4.3. Nothing in this section will affect any entitlement of the City Manager's heirs to the benefits of any life insurance plan or other applicable benefits.

4.2 Payment of Accrued Benefits. Upon the termination of this Agreement by either party for any reason, or upon the expiration of the Term, the City will pay to City Manager the cash equivalent of all leave benefits, then accrued as of the date of the termination, subject to the conditions set forth in Section 4.3.

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 or payment pursuant to Sections 4.1, 4.2, 4.4, or 4.5 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 action, suits, debts, claims, demands, or damages, liabilities, 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 will not apply to any causes of action, suits, debts, claims, demands, or damages, liabilities, or expenses, including attorney's fees, arising from a personal injury to the City Manager while on City property, arising from any worker's compensation, or any other claims prohibited from such a release pursuant to Nevada or federal law. The parties further agree if the City Manager, or the City Manager's beneficiaries or estate as appropriate, refuses any Severance Pay or payment pursuant to Section 4.2 provided for in this Agreement, the foregoing release will also be waived, and the parties will 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, except as permitted by law.

4.4 Severance for Voluntary Resignation. In the event the City Manager: (1) voluntarily resigns without disability or a request for resignation from the majority of City Council, and (2) provides at least one hundred twenty (120) days' written notice prior to the effective date of the resignation, the City Manager shall be entitled to Severance Pay, subject to the conditions set forth in Section 4.3.. The City may enter into a transitional consulting relationship with the City Manager after resignation.

4.5 No Severance Pay for Termination for Cause. Notwithstanding anything contrary in this Agreement, the City will not be obligated to and will not pay any Severance Pay to the City Manager if the City Council terminates the City Manager's employment for cause as set forth in Section 3.1 of this Agreement. The only payment the City will make to the Employee in the event of a for cause termination is the payment of accrued benefits as set forth in Section 4.2 of this Agreement, subject to the conditions set forth in Section 4.3.

4.6 Duty to Cooperate. Employee shall assist the City in defending any and all claims which arose in connection with his employment with the City. This assistance may include, but is not limited to, testimony at depositions, trials, arbitrations or administrative hearings and assistance in responding to discovery requests. The City agrees to reimburse Employee for any out-of-pocket expenses incurred and time involved at an hourly rate of \$250 per hour, as a result of a request by the City for any such assistance. This section survives the expiration or termination of this Agreement.

5. COMPENSATION

5.1 Annual Compensation. The City will compensate the City Manager for his services rendered at an annual base salary in the amount of Two Hundred and Sixty-Eight Thousand Two Hundred and Four Dollars and 65/100 Cents (\$268,204.65) (the "Salary") as may be adjusted from time to time in accordance with Section 5.3 or 5.4, or as this Agreement may be amended. The City Manager's salary will be payable in accordance with the standard payroll procedures of the City.

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

5.3 Salary Adjustment. The affirmative vote of at least three (3) members of the City Council will be required to effectuate an increase in the salary paid to the City Manager. Increases in the City Manager's salary approved by the City Council shall require a written amendment to this Agreement to be effective. The City will not reduce the City Manager's salary without the written consent of the City Manager and any such reduction will not take effect until sixty (60) days after the foregoing written consent.

5.4 Cost of Living Expenses. The City Manager will be entitled to automatic cost of living salary increases in amounts or percentages consistent with other department heads of the City.

5.5 Car Allowance. Employee will receive a car allowance in the amount of Five Hundred Dollars and 00/100 Cents (\$500.00) per month.

5.6 Executive Leave. Employee will receive sixteen (16) days of executive leave annually and used in the same manner as annual leave.

5.7 Except as otherwise provided in this Agreement, Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other appointed employees of the City.

6. PERFORMANCE EVALUATIONS

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

6.2 Evaluation of Performance/Professional Competence. The City Council will only review and evaluate the performance and professional competence of the City Manager at a regularly scheduled public meeting of the City Council, in accordance with all applicable open meeting laws. The City Manager must be present at each and every performance evaluation meeting.

7. HEALTH AND WELLNESS

7.1 Scope. The City Manager and his dependents will be entitled to the same health coverage for medical, dental, and vision care insurance 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 Manager will pay a monthly co-share, if applicable, as afforded the City Council and department heads of the City.

7.2 Life Insurance. The City will obtain and pay for a term life insurance policy on the life of the City Manager in the amount of a then-current annual year's salary. The City Manager will be entitled to obtain or to continue, at his sole cost and expense, additional life insurance for himself and/or his dependents. The City Manager and his dependents will 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 will obtain and pay for a policy of disability insurance for the City Manager as provided to the City Council and department heads of the City. The City Manager will be entitled to obtain or to continue, at his sole cost and expense, additional disability insurance for himself and/or his dependents.

8. RETIREMENT

8.1 PERS Contributions. The City will pay the City Manager's share of all required contributions to the Nevada Public Employees Retirement System as permitted under Nevada law attributable to the City Manager's employment with the City.

8.2 Deferred and/or Defined Compensation Plan(s). The City Manager may participate in the City's deferred and/or defined compensation plan(s). The City agrees to pay into the City's deferred or defined compensation plan the maximum annual contribution limit, inclusive of catch-up provisions (if Employee is age 50 or older), allowed by Section 457 of the Internal Revenue Code for each calendar year during the Term of this Agreement. Beginning January 2020, this amount shall be paid in a lump sum in January of each calendar year thereafter during the Term of this Agreement.

9. ANNUAL LEAVE, EMERGENCY LEAVE, SICK LEAVE AND OTHER LEAVE BENEFITS

Upon the Effective Date, the City Manager will receive the same annual leave, emergency leave, sick leave, and other leave benefits as are afforded department heads of the City, including provisions governing accrual and payment thereof upon termination of employment subject to Section 4 of this Agreement. Employee will be entitled to carryover all annual leave, emergency leave, sick leave, and other leave benefits accrued prior to the Effective Date of this Agreement. Employee shall be entitled to sell back his accrued leave benefits. The selling back of such leave benefits by Employee may not result in less than forty (40) accrued hours remaining in Employee's combined accrued leave banks after the sell back.

10. HOLIDAYS

The City Manager will be entitled to the same holidays as afforded to department heads of the City. Upon the Effective Date, the City Manager will receive the same holiday accrual benefits as are afforded department heads of the City, including provisions governing accrual and payment thereof upon termination of employment subject to Section 4 of this Agreement. Employee will be entitled to carryover all holiday leave benefits accrued prior to the Effective Date of this Agreement.

11. PROFESSIONAL DEVELOPMENT

The City shall budget and pay reasonable expenses for the professional dues and subscriptions of the City Manager necessary for his participation in national, regional, state, and local associations and organizations necessary and desirable for his professional participation and growth and for the benefit of the City. The City will budget and pay for reasonable registration fees and the travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions adequate to the professional development of the City Manager and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City Management Association, the Nevada League of Cities and Municipalities, the State Municipal Manager's Association, and national, regional, state, and local governmental groups and committees thereof on which the City Manager serves as a member.

12. TRAVEL, MEETINGS, AND OTHER EXPENSES

12.1 Out-of-Town Meetings and Seminars. The City will reimburse the City Manager the actual cost for registration, travel, lodging, meals, parking, transportation, and other expenses incurred by the City Manager while attending overnight, out-of-town meetings or seminars related to his employment with the City.

12.2 Local Meetings and Seminars. The City will reimburse the City Manager the actual cost for registration, travel, meals, parking, transportation, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with 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 Manager 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 will provide the City Manager with all equipment customary and necessary for the performance of his employment with the City.

14. CIVIC CLUB MEMBERSHIP

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

15. BONDING

The City will bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

16. INDEMNIFICATION

The City will defend, hold harmless, and indemnify the City Manager 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 and scope of the City Manager's public duty and that appears to the City Manager to have been performed or omitted in good faith by the City Manager (except those complaints initiated by the City). In such cases, the City Manager 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 Manager will extend until a final unappealable determination of the legal action, regardless of whether the City Manager is still employed by the City. The City will have the right to compromise and settle any such claims or suits against the City Manager with the City Manager's consent. The City will promptly pay the amount of any settlement or judgment rendered thereon in accordance with state law and will provide the City Manager with reasonable proof of such settlement or satisfaction of judgment. Further, the City agrees to pay all reasonable litigation expenses of the City Manager during the pendency of any litigation to

which the City Manager is a party, witness, or advisor, except for any claim, suit, litigation, or arbitration commenced by the City Manager against the City or by the City against the City Manager. Such expense payments will continue beyond the City Manager's services to the City as long as litigation is pending. The City will also provide legal representation for the City Manager for any complaint filed before the Nevada State Ethics Commission (except those complaints initiated by the City) for allegations related to conduct within the course and scope of the City Manager's employment. This section survives the expiration or termination of this Agreement.

17. NO REDUCTION OF BENEFITS

The City will not, at any time during the Term of this Agreement, reduce the non-salary benefits of the City Manager, except to the degree such reductions exist or are enacted for all department heads of the City. Any reduction in salary will be governed by Section 5.3 of this Agreement.

18. NOTICES

Notices pursuant to this Agreement will be hand-delivered or given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

The City
City Council of the City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 910
North Las Vegas, Nevada 89030

With a copy to:
City Attorney of City of North Las Vegas
2250 Las Vegas Boulevard North
North Las Vegas, Nevada 89030

Employee
The last known residential address of the City Manager on file with the City at the time of the notice.

19. MUTUAL JURY WAIVER AND DISPUTE RESOLUTION

The parties agree to permanently and unconditionally waive their rights to a jury trial to the fullest extent allowed by law and instead will have the judge resolve all disputes or claims ("Covered Claims") that the City may have against Employee and Covered Claims that Employee may have against (i) the City or its departments; and/or (ii) its officers, directors, employees, or agents. The parties agree that no demand, request, or motion will be made for trial by jury. Instead, any lawsuit, action, or proceeding involving a Covered Claim will be tried to a judge without a jury. The parties agree to waive the right to a jury trial on all Covered Claims

whether or not they arise out of Employee's employment relationship with the City or the separation of his employment relationship with the City.

"Covered Claims" subject to this waiver of jury trial include all claims for which a federal or state court would be authorized to grant relief. Those Covered Claims include, but are not limited to: claims for wages or other compensation due; breach of contract; tort claims; wrongful discharge; whistleblower claims; retaliation claims, including claims for workers' compensation retaliation; discrimination and harassment claims based on any protected status including race, sex, sexual orientation, gender identity, religion, national origin, age, marital status, physical or mental disability, or medical condition; claims regarding family or medical leave; benefits claims (except claims under an employee benefit or pension plan that provides for arbitration); and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance. This Agreement does not restrict the parties' ability or right to file a charge with any local, state, or federal administrative agency.

In the event the parties' mutual jury trial waiver is deemed unlawful or void, the parties agree the Covered Claims shall be adjusted exclusively through binding arbitration in Las Vegas, Nevada. Any dispute or difference of opinion between the parties involving the meaning, interpretation, and application of any provision of this Agreement, and/or otherwise arising out of the employment relationship of the parties, including any dispute which may arise in the future, shall be adjusted exclusively through binding arbitration in Las Vegas, Nevada. The parties explicitly and unconditionally waive any rights to litigate such disputes in a court of law, including but not limited to the right to trial by jury. No request to arbitrate will be entertained or processed unless it is received in writing by the opposing party to this Agreement within ninety (90) calendar days from the time the aggrieved knew or could have reasonably learned of the breach. The parties agree to first attempt to mutually select an arbitrator, and further agree that if no agreement can be reached, they shall request a panel of 15 arbitrators from the Commercial Arbitration Panel of the American Arbitration Association ("AAA"). An arbitrator shall be selected by the parties successively striking the panel until only one (1) arbitrator remains, who shall be the arbitrator for the dispute. The winner of a coin toss shall be the party who strikes first from the arbitrator panel. The Commercial Arbitration Rules and Mediation Procedures of the AAA will apply, except that no dispute will be submitted to Expedited Arbitration or Large, Complex Case Arbitration without the consent of both parties. The award of the arbitrator shall be final and binding on the parties and may be enforced and/or confirmed by any court having jurisdiction. The arbitrator shall have the authority to determine whether the grievant has proven his/its case by a preponderance of the evidence, and the arbitrator shall have no authority, jurisdiction, or power to amend, modify, nullify, or add to the provisions of this Agreement. In the event that AAA is unable or unwilling to administer the arbitration, then the parties agree that JAMS will administer any arbitration required under this Agreement pursuant to its rules and procedures in effect at the time. To the extent that this Agreement conflicts with any portion of AAA's or JAMS' rules or procedures, the parties agree that this Agreement controls.

20. GENERAL PROVISIONS

20.1 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 Manager 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 will be valid or binding upon either party.

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

20.3 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 will 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.

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

20.5 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, Nevada.

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

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

20.8 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 party will not be employed or used in any interpretation or enforcement of this Agreement.

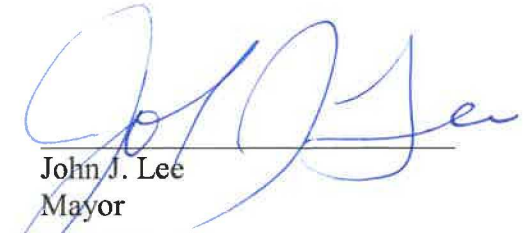
IN WITNESS WHEREOF, the parties have set their hands and official seals to be effective the date first above written.

CITY OF NORTH LAS VEGAS

ATTEST:

Second Amended and Restated City Manager Employment Agreement


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John J. Lee
Mayor




Employee



Catherine A. Raynor, MMC
City Clerk

Approved as to Form:



Micaela Rustia Moore, Esq.
City Attorney