



Agenda Item 6

EMPLOYMENT AGREEMENT *BETWEEN* THE NEVADA ASSOCIATION OF COUNTIES & VINSON GUTHREAU

This Agreement is made and entered into this 29th day of July, 2021, by and between the Nevada Association of Counties (NACO) and Vinson Guthreau (hereinafter called "Employee"). The parties agree as follows:

TERM: This Agreement shall remain in full force and effect from August 16, 2021, until terminated by NACO or Employee as provided in this agreement.

DUTIES AND AUTHORITY: NACO agrees to employ Employee as Executive Director to perform the functions and duties specified in the job description, attached hereto and hereby made a part hereof, and to perform other legally permissible and proper duties and functions as assigned by the NACO Board of Directors.

PERFORMANCE: In November or December of each year, the Executive Committee shall conduct a review of the performance of Employee during the previous twelve months. The review process shall provide an opportunity for the Executive Committee to provide Employee with feedback regarding both what was accomplished and how it was accomplished. The Executive Committee shall also meet with Employee to establish goals for the next calendar year. The parties will establish criteria for determining whether such goals have been met.

COMPENSATION:

1. NACO agrees to pay Employee a salary of \$2,307.69 per week, payable in biweekly installments.
2. Compensation for any partial month worked by Employee at the beginning or end of this Agreement or at the beginning or end of an approved unpaid leave of absence, shall be computed by multiplying Employee's then current monthly rate of pay by twelve (12), dividing the result by two hundred sixty (260), and multiplying the result by the number of days on paid status during the partial month.
3. In November or December of each year, following completion of the performance review process, the Executive Committee shall review Employee's compensation. The review shall take into consideration the salaries paid for comparable positions in the western region of the United States, the rate of inflation over the previous twelve months, and Employee's performance during the period. The Executive Committee will also receive and consider comments, suggestions, and requests from Employee. The Executive Committee shall then make such adjustments to Employee's compensation as it deems appropriate. In addition,



the Executive Committee may, at its discretion, award a bonus payment to recognize outstanding performance and/or extraordinary achievements.

4. Except when on approved leave, Employee will be available to perform the duties of the position during normal business hours, to attend evening meetings to represent NACO, and to travel both within Nevada and outside of Nevada to represent NACO.
5. NACO agrees to provide and pay the premium for medical health, vision, dental and life insurance for Employee. NACO will select the plan to be provided. NACO shall provide these benefits for Employee only, not including dependents of Employee.

PERSONAL LEAVE:

1. Employee shall be credited with annual and sick leave accrued from his previous employment with Employer which is available for use upon commencing employment.
2. Employee will accrue sick leave at the rate of 2.3077 hours per week. Employee may use accrued, unused sick leave in the event of illness of one or more full days which prevents him from performing the duties of his position.
3. Employee will accrue annual leave at the rate of 3.076 hours per week. Employee may use accrued, unused annual leave for vacation and for personal business. The maximum accrual of vacation leave shall be 240 hours in non-legislative years and 320 hours in legislative years. At the end of each year, unused vacation leave in excess of either 240 hours or 320 hours, respectively, shall be forfeited.
4. At termination of employment, other than termination for cause, NACO will pay employee for unused annual leave up to 240 or 320 hours as applicable at his then current rate of pay. There will be no payout of unused sick leave.
5. Employee shall notify the President of NACO at least five (5) days prior to a planned leave of two (2) or more days. Employee will notify the NACO office at the beginning of each workday when he will use sick leave.
6. Employee shall, in conjunction with the President of NACO, provide for another qualified NACO employee to act on his behalf during absences.
7. Employee is entitled to the same paid holidays off with pay as granted to the employees of the State of Nevada.

RETIREMENT: NACO agrees to enroll Employee in the Nevada Public Employees' Retirement System and to pay both the employer and employee contributions on Employee's behalf. Details are available in Nevada Revised Statutes, Chapter 286.

GENERAL BUSINESS EXPENSES:

1. NACO agrees to budget for and pay reasonable and customary amounts for professional dues and subscriptions related to the role of Executive Director of NACO.
2. NACO agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and other occasions to adequately continue the professional development of Employee and to pursue necessary official functions for NACO. Employee will submit information, including all anticipated costs of participation, to the



NACO President for approval at least five (5) business days prior to the event. NACO does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, personal entertainment, tobacco or smoking products, or expenses unrelated to the business purpose of the travel as determined by the NACO Board of Directors. NACO discourages combining personal travel with business travel due to the public's perception regarding use of employer funds. Employees must clearly disclose any personal travel and/or annual leave to be taken in conjunction with employer travel. An employee's family or guest may accompany the employee on employer business, provided travel is not in an employer vehicle. The employer will not, however, pay any additional expenses so incurred.

SEVERANCE:

1. Employee is an *at-will* employee. Either party may terminate this contract at any time upon giving the other party thirty (30) calendar days' notice.
2. If the Employee is terminated without cause during the first two years of employment, NACO shall provide a severance payment equal to two (8) weeks' salary. If Employee is terminated without cause at any time thereafter, NACO shall provide a severance payment equal to three (12) weeks' salary. Payment shall be made in a lump sum on the next regularly scheduled payday unless otherwise agreed by NACO and Employee.
3. If Employee is terminated for cause, NACO shall pay Employee only for those days worked and/or on paid leave. No other payment or benefit shall be provided to Employee.
4. Cause includes but is not limited to; violations of policies or regulations that have been communicated to Employee in writing, orally or otherwise.

RESIGNATION: In the event that the Employee voluntarily resigns his position with NACO, Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

OUTSIDE ACTIVITIES: The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to NACO and the community, with prior approval from the NACO Executive Committee, Employee may accept limited teaching, consulting or other business opportunities. No such activity may interfere with the duties and responsibilities of Employee, nor conflict with the interest of NACO as determined by NACO. Employer reserves the right to withdraw previous approval for outside activities if it later determined a conflict exists.

BONDING: Employee must maintain eligibility for, and NACO shall bear the full cost of, any fidelity or other bonds required of Employee under any law or ordinance.

NOTICES: Notice pursuant to this Agreement shall be given in writing. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service or via electronic mail.



GENERAL PROVISIONS:

1. Integration. This agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representation by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and part of this Agreement.
2. Effective Date. This Agreement shall become effective on August 16, 2021.
3. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals as of the date below written.

Signed this _____ day of _____, _____

EMPLOYER

EMPLOYEE

By: _____

By: _____

ATTEST



JOB DESCRIPTION

NEVADA ASSOCIATION OF COUNTIES

EXECUTIVE DIRECTOR

FLSA Status: Exempt

DEFINITION: The person in this position serves as the Chief Executive Officer of the Nevada Association of Counties (NACO); provides leadership and coordination to and amongst Nevada's county officials and staff, and represents the interests of NACO to the Nevada Legislature, the U.S. Congress, private citizen groups, governmental agencies; and actively manages the affairs and staff of the Association.

DEFINITION OF POSITION: This is a single position responsible for the overall management of the services of NACO and the supervision of staff and management of the NACO resources consistent with the administrative and policy direction of the NACO Board. An employee in this position is "at-will", serving at the pleasure of the NACO Board.

REPRESENTATIVE DUTIES: The duties listed below are examples of the work typically performed by the NACO Executive Director. The NACO Director may be assigned duties which are not listed below.

1. Is primary staff to a Board of elected county commissioners from 16 of Nevada's 17 counties and at the direction of the Board carries out the mission of the organization: to support, coordinate amongst and advocate for Nevada's county governments.
2. Coordinates with all members and other stakeholders to ensure the organization provides support to and advocacy for members on policy and administrative issues affecting all counties.
3. Functions as legislative advocate for NACO; drafts bills and provides testimony; serves as liaison with the State of Nevada, private groups and other public agencies to promote cooperative legislative programs.
4. Performs public relations activities including representing NACO to the press, at meetings with the public, stakeholders, agencies and before statewide boards to promote NACO concerns and seek mutual cooperation.
5. Oversees the development of proposals for funding grants, and administers grants, contracts and other programs, including the Board for the Fund for Hospital Care to Indigent Persons (IAF).
6. Functions as Human Resources Director for the NACO staff; hires, evaluates, disciplines staff; and administers personnel policies.
7. Oversees services to NACO members; assists counties with management questions; researches statutes and performs policy analysis; coordinates with state agencies to provide new programs; and prepares and presents testimony on behalf of member counties.
8. Performs financial functions: prepares and administers the annual NACO Budget, signs on



- Association checking accounts, verifies accuracy of financial reports, and works with independent auditors to ensure compliance with generally accepted accounting principles.
9. Develops programming and provides direction for the annual NACO conference and other educational events for counties.
 10. Ensures By-laws, resolutions, rules, regulations and orders of the Board are executed.
 11. Administers the preparation of Board meeting agendas, attends Board meetings, makes oral and written presentations to Boards of County Commissioners and to other public and private groups.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skill and Ability

Extensive Knowledge of:

- County government structure, services and state legislative process;
- Directing and planning of procedures and establishment of standards to produce results;
- Laws and regulations which pertain to county operations, services and programs;
- Principles of budget preparation and administration;
- Principles and practices of management and supervision; and
- Legal terms and phraseology.

Ability to:

- Provide leadership to the members of an association of diverse counties;
- Manage the finances of an association;
- Collaborate and build relationships with those who hold varying political viewpoints;
- Understand complex legal concepts, public policies and programs;
- Interact effectively in a climate of diverse and widely varied interests;
- Think strategically and weigh competing interests and priorities;
- Coordinate diverse activities toward functional goals;
- Manage conflict with diplomacy and grace;
- Interpret and implement policies, procedures and laws;
- Plan, direct and evaluate a diverse professional staff;
- Build and maintain successful working relationships with diverse groups and individuals;
- Act as liaison with other local, state and federal organizations;
- Demonstrate confidentiality when dealing with sensitive matters;
- Develop goals and policies consistent with Board directives;
- Effectively administer projects and operations consistent with Board goals;
- Work effectively under the pressure of deadlines, conflicting demands and emergencies;
- Collect interpret and evaluate narrative and statistical data pertaining to policy and operational matters;
- Project the consequences of proposed actions and select alternatives; and
- Communicate effectively in oral and written form, especially in and for public forums; present findings and recommendations to groups and individuals in an understandable and persuasive manner.



SPECIAL REQUIREMENTS: Possession of a valid driver's license or alternative means of travel.

EXPERIENCE AND TRAINING: Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Graduation from an accredited University with a degree in political science, business administration, public administration, or a related field and at least five years of experience working in or with county governments, three years of which were in a management capacity or in the capacity of lobbyist or government affairs specialist.

PHYSICAL AND MENTAL/INTELLECTUAL REQUIREMENTS: The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Strength, dexterity, and coordination to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some bending, reaching, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. Strength and stamina to be sedentary; ability to effectively interpret reports, financial data, and maps; ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers; strength and stamina to drive long distances and to perform occasional light lifting, reaching, bending, and standing for long periods. Ability to appropriately handle stress and interact with others, including supervisors, coworkers, clients, and customers. Regular and consistent punctuality and attendance. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

WORKING CONDITIONS: Work is performed under the following conditions:
Position functions indoors in an office-type environment where most work is performed at a desk. Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

Agenda Item 7



Nevada Association of Counties
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July 29, 2021

Dear President Kirkpatrick and NACO Board Members,

As I officially notified the Board via email on June 16th, I am resigning from my position as NACO Executive Director. Pursuant to your decision today to appoint my successor, I propose that my last day at NACO be August 13, 2021.

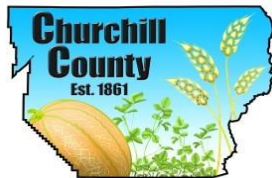
I would like to thank each of you for your support of myself, NACO staff and this organization. More importantly, I would like to thank each of you for your service and work on behalf of Nevada's counties. I have learned an immeasurable amount in my last eight years with NACO and one of the most important lessons I have learned is what it means to be a public servant. I have learned this from you, as you work tirelessly to ensure that, even during the most challenging times, the residents of your counties receive the critical services and the leadership that counties provide. I have been honored to work as NACO's Executive Director and to represent counties in many different capacities.

I am also proud of NACO as an organization and all that we have accomplished over the last handful of years. NACO is a respected voice for Nevada's counties and our influence on State and National policies is stronger than ever. This could not have been done without your support and without the important and dedicated work of NACO staff. I have been blessed to have a strong team at NACO and believe that the organization is in good hands going forward.

I am looking forward to my next challenge but will always value my time with NACO and will miss working with each of you and with Nevada's county governments.

Sincerely,

Dagny Stapleton
Executive Director



2021 NACO ANNUAL CONFERENCE September 28-30



Nevada's Counties ~ Stronger Together

Tuesday, September 28

County vs. County Golf Tournament - Join your friends and colleagues in a 9-hole, 4 person scramble at the Churchill County owned Fallon Golf Course. Your \$40 entry fee includes lunch, golf, cart and the tournament. Don't play golf? For \$15 you can join in the fun at the pre-tournament luncheon.

President's Reception - Join us in celebrating not one but two NACO Presidents at the Churchill County Arts Council's - Oats Park Arts Center. Enjoy heavy hors d'oeuvres as you mingle among amazing art and honor NACO's 2020 President, Jim French and our 2021 President, Marilyn Kirkpatrick.

Wednesday, September 29

Keynote Speaker - Hear from the engaging Arnold Sanow during the General Session.

Tour - Guests will enjoy an exclusive tour of Churchill County's new Rafter 3C Civic Center! Construction started December 2020 and is estimated to be complete in December 2021. Following the tour of Rafter 3C, tour attendees are invited for a private tour and tasting at Frey Ranch, Nevada's FIRST Estate Distillery. \$10.00 registration is limited.

Annual Banquet - Join us at the Annual Banquet as we celebrate two years of triumph over adversity and see who will be awarded the Participatory Democracy, Honor Roll, and Legislator of the Year.

Thursday, September 30

Legislative Wrap Up - Hear from County legislative experts on the 2021 Legislative Session and how the bills passed affect counties.

Tour - Tour the Fallon Naval Air Station! Get an inside look at the base and visit the O'Club bar where America's best Naval flyers celebrate the end of their Top Gun training. \$registration is limited and security information must be provided prior to the conference.

Educational Sessions

This year's educational sessions will include panels on conducting effective public meetings, the American Rescue Plan Act, cannabis, redistricting, opioid crisis dollars, media relations, and county funding streams.

Register Today - Online or by Form

