

**EMPLOYMENT AGREEMENT**

EMPLOYER: MOAPA VALLEY WATER DISTRICT (District)

EMPLOYEE: Joseph Davis (Davis)

EFFECTIVE DATE: \_\_\_\_\_

**THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS THAT APPLY TO YOUR EMPLOYMENT WITH MOAPA VALLEY WATER DISTRICT. YOU MUST SIGN THIS DOCUMENT INDICATING THAT YOU AGREE AND WILL BE BOUND BY THE TERMS CONTAINED IN THIS DOCUMENT AS A CONDITION OF YOUR CONTINUED EMPLOYMENT WITH THE DISTRICT.**

1. *Engagement.* District will continue to employ Davis to perform the services and duties of the General Manager of the District and Davis agrees to serve District in such capacity for at least three years.
2. *Term.* THIS IS AN AT-WILL EMPLOYMENT AGREEMENT.
  - a. *Termination by District.* Davis's employment by District shall terminate upon the occurrence of any of the following events: (i) at any time in District's sole discretion, with or without cause; (ii) upon the death of Davis.
  - b. *Termination by Davis.* Davis may terminate this agreement at any time, upon two-weeks' notice to District.
  - c. Davis will be paid for all wages earned up to the date of termination on the first pay date following Employee's completion of all charting and return of all District property and Confidential Information. Davis agrees to return all property of District, including all Confidential Information, within 72 hours of the completion of Davis's last day of work.
3. *Compensation.* District will provide Davis with such compensation and benefits as set forth herein, subject to all applicable taxes and other withholdings. District is currently paying Davis an annual salary of \$115,000. Upon execution of this agreement, District will raise the annual salary it pays to Davis to \$132,000, an increase of \$17,000. In addition to the annual salary, District will continue to provide the following benefits:
  - a. Health Insurance
  - b. Contributions to PERS
  - c. 80 hours of sick time annually
  - d. 120 hours of vacation time annually
  - e. Use of a District truck and gas card

At the conclusion of three years of employment as general manager, Davis and District may renegotiate the compensation that Davis is to receive going forward.

4. *Employment Activities.* Davis shall continue to perform all the duties customarily performed and that he has performed as the general manager. Davis's performance of his duties will meet or exceed the professional standard of care for his profession at all times during his employment with the District. Failure to maintain the applicable professional standard of care will result in immediate termination in the District's sole discretion.
5. *Licenses and Certifications.* As a condition of his continued employment, Davis will maintain all licenses and certifications that he currently has and that are necessary to perform his duties as general manager of District in the State of Nevada. Davis will report in writing any restriction, limitation, or revocation on any license or certification related to his profession on the day of license restriction, limitation, or revocation begins.
6. *Reporting Legal Actions.* Davis will notify the Board of District in writing within two (2) working days of being served with a summons, complaint, written claim, or other document alleging professional negligence or other injury arising from Professional's services as an employee of the District. Davis will notify District in writing within two (2) working days of any event which raises a reasonable possibility that it will result in a legal claim or action against Davis or District relating to the Davis's profession. Davis will notify District in writing within two (2) working days of Employee's arrest, indictment, or conviction for other than a misdemeanor motor vehicle license infraction.
7. *Policies and Standards.* District's board of directors shall have the sole, exclusive, and final authority to determine the policies and standards of the District; however, Davis agrees he is solely responsible for his own professional judgment to manage the day to day business of the District to accomplish the mission and policies of the District, and that such judgment will be used in a manner that meets or exceeds Davis's professional standard of care at all times. District shall adopt such policies, rules, and regulations, which may be modified from time to time at the discretion of District, affecting the business of District and its customers, and Davis agrees to comply with such policies, rules, and regulations.
8. *Duty of Confidentiality.* Davis recognizes that, because of the highly specialized nature of the District's business, Davis will obtain, create and/or be given access to certain valuable, proprietary and confidential information developed, compiled, or utilized by the District in its business which is not known to the general public and which is the subject of this agreement. Davis shall at no time, while employed by the District or thereafter, disclose any Confidential Information to any third party, for the benefit of any third party, or for the Employee's own personal gains, without the prior written consent of the District. Furthermore, all records, materials, and equipment belonging to the District must be returned by Davis to the District upon termination of employment from the District.

9. *Additional Terms and Conditions.*

- a. Davis acknowledges that any violations of this Agreement will be a material breach of this Agreement and may subject Davis to immediate termination of his employment.
- b. The obligations set forth in this Agreement shall survive termination of the Agreement for any reason or without reason, or the expiration of the term of the Agreement. In the event of any breach by Davis of the restrictive covenants set forth in this Agreement, District is entitled to petition to any federal or state court located in Las Vegas, Nevada to obtain injunctive relief on an ex parte basis and without securing any bond. Injunctive relief will be in addition to all other legal remedies available to District.
- c. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
- d. This agreement shall be construed neutrally and interpreted under the laws of the state of Nevada without regard to conflicts of law principles. The Clark County District Court for the State of Nevada will be the sole and exclusive venue for any action filed to enforce or interpret this Agreement.

**I acknowledge that I have read this agreement before signing it and had the opportunity to consult with counsel concerning its provisions.**

Dated this _____ day of _____, 2021	Dated this _____ day of _____, 2021
_____	_____
Joseph Davis	Chairman of the Board of MVWD

