

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between El Paso County, Texas, a subdivision of the State of Texas (hereinafter referred to as "County"), and Steven P. Norwood (hereinafter referred to as "Chief Administrator").

### WITNESSETH:

WHEREAS, the County desires to employ Steven P. Norwood as Chief Administrator of El Paso County, Texas; and

WHEREAS, the County desires to provide for certain benefits and compensation for the Chief Administrator and to establish additional conditions of employment applicable to the Chief Administrator; and

WHEREAS, Steven P. Norwood desires to accept employment as Chief Administrator of the County of El Paso under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

### **Section 1. Employment.**

A. The County of El Paso hereby hires Steven P. Norwood as its Chief Administrator as a county employee, under the terms established herein, to perform the duties and functions specified in the Chief Administrator job description and to perform such other legally permissible and proper duties and functions as the Commissioners Court shall from time to time assign.

B. The County's employment of Steven P. Norwood as Chief Administrator shall begin on January 18, 2015. This Agreement shall be effective on January 12, 2015, regardless of its date of execution and shall remain in effect until terminated by the County or by the Chief Administrator as provided herein.

C. Unless otherwise provided herein, the Chief Administrator is an exempt, key employee who shall be subject to the same employment terms and conditions and policies and procedures as other at-will, executive, non-collective bargaining county employees. This agreement does not create a protected constitutional or statutory property interest in the Chief Administrator's employment with the County.

## **Section 2. Duties and Obligations.**

A. The Chief Administrator shall have the duties, responsibilities and authority to perform the duties and functions specified in the Chief Administrator job description and to perform such other legally permissible and proper duties and functions as the Commissioners Court may from time to time assign. The Chief Administrator agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Chief Administrator shall remain in the exclusive employ of the County and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Chief Administrator may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Commissioners Court, provided that such activities shall not interfere with his primary obligation to the County as its Chief Administrator. The Chief Administrator shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.

C. The Chief Administrator expressly recognizes, affirms, and agrees to keep confidential and not to disclose to others at any time, except as expressly permitted by the County, or as to what may already be public information, or as required by law, any proprietary, confidential, or privileged information or documents of the County, its officers, agents and employees, or any matter or information or documents obtained in the course of employment, the use or disclosure of which would be contrary to the best interests of the County, its officers, agents, or employees. This confidentiality duty and obligation shall survive the termination of this Agreement and the Chief Administrator's employment with the County.

## **Section 3. Beginning Salary**

For the performance of services as Chief Administrator of the County of El Paso, the County agrees to pay the Chief Administrator a starting annual salary of \$191,116 (Grade CAO, Step 2), payable according to the County's payroll policies and procedures.

## **Section 4. Professional Development Dues and Subscriptions**

The County agrees to pay the Chief Administrator's professional dues for membership in the International City/County Management Association, and at least one other professional association acceptable to the Commissioners Court. The County shall pay other dues and subscriptions on behalf of the Chief Administrator as are approved in the County's annual budget (on a line item basis) or as authorized separately by the Commissioners Court.

## **Section 5. Employment Benefits**

A. Vacation Leave. The Chief Administrator shall earn 20 days (160 hrs) vacation leave annually. He shall be credited with and may utilize the 20 days vacation immediately upon beginning employment with the County but shall not accrue any additional vacation until his first anniversary of employment. Thereafter, he shall accrue vacation leave in the amount of 20 days (160 hrs) per year according to the county's standard vacation accrual rate policy. Vacation leave accrual is capped at 40 days (320 hrs) at any one time and any additional accruals above the cap shall be forfeited. Upon separation from County employment, accrued vacation shall be paid out up to the cap of 40 days (320 hrs).

B. Sick Leave. The Chief Administrator shall earn 15 days (120 hrs) sick leave annually. He shall be credited with and may utilize the 15 days sick leave immediately upon beginning employment with the County but shall not accrue any additional sick leave until his first anniversary of employment. Thereafter, he shall accrue sick leave in the amount of 15 days (120 hrs) per year according to the county's standard sick leave accrual rate policy. Sick leave accrual is capped at 90 days (720 hrs) at any one time and any additional accruals above the cap shall be forfeited. Additionally, as a longevity incentive, upon voluntary separation from County employment after 36 months of continuous employment, accrued sick leave shall be paid out to the Chief Administrator in the amount of 120 hours of his then current rate of pay. And upon voluntary separation after 60 months of continuous employment, accrued sick leave shall be paid to him in the amount of 240 hours of his then current rate of pay.

C. Health and Dental Benefits. The County agrees to allow the Chief Administrator to participate in the county health and dental benefits plan upon the same terms and conditions as it does for its other non-collective bargaining employees. Until the Chief Administrator is eligible to purchase county health and dental plan coverage, the County will reimburse him for his cost in purchasing coverage in an amount not to exceed \$2,559.00.

D. Life Insurance. The County shall provide the Chief Administrator with a term life insurance policy valued at twice his annual salary immediately upon beginning employment. Upon separation from employment, said insurance shall cease to be provided.

E. Retirement. The County agrees to provide retirement benefits to the Chief Administrator upon the same terms and conditions as it does for its other non-collective bargaining employees.

F. Other Optional Benefits. The Chief Administrator may participate in other optional and supplemental employee benefits and opportunities upon the same terms and conditions as the county's other non-collective bargaining employees.

## **Section 6. At-Will Employment, Involuntary Termination, and Severance Pay**

A. At-Will Employment. The Chief Administrator shall serve at the pleasure of the Commissioners Court, and the Commissioners Court may terminate this Agreement and the Chief Administrator's employment with the County at any time, for any reason, or for no reason.

B. Involuntary Termination Without Cause. Should the Commissioners Court vote to terminate the services of the Chief Administrator "without cause", then within fifteen (15) business days following such vote, the Commissioners Court shall cause the Chief Administrator to be paid any accrued unpaid salary and compensable benefits earned as per county policies and procedures up to the date of termination. Within forty-five (45) calendar days following the vote to terminate the Chief Administrator's employment without cause, the Commissioners Court shall cause the Chief Administrator to be paid a lump sum severance payment, in an amount as determined in Section 6(C) below, as full and complete payment and satisfaction of any claims of the Chief Administrator of any nature arising out of this Agreement or otherwise. As consideration for such payment, the Chief Administrator shall, prior to receipt thereof, execute and deliver to the County a general release of the County and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the County Attorney.

C. Severance Pay Amount. If the Chief Administrator is terminated without cause prior to his first anniversary date his severance payment shall be equal to six months of salary. If he is terminated without cause between his first anniversary and his second anniversary his severance pay shall be equal to nine months of salary. Thereafter, if he is terminated without cause his severance pay shall be equal to twelve months of salary.

D. Involuntary Termination for Just Cause. In the event the Chief Administrator is terminated for "just cause," the County shall make no severance payments to the Chief Administrator at all. He shall only be compensated for any accrued unpaid salary and compensable benefits earned as per county policies and procedures up to the date of termination. For purposes of this Agreement, "just cause" is defined and limited for purposes of this Agreement to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Chief Administrator's duties and responsibilities.
2. Indictment, conviction or a plea of guilty or no contest to a non-traffic related misdemeanor or felony crime, whether or not adjudication is withheld.

3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive County policy, rule, or regulation, which would subject any other County employee to termination.
5. The commission of any fraudulent act against the interest of the County.
6. The commission of any act which involves moral turpitude, or which causes the County disrepute.
7. Violation of the International City/County Management Association Code of Ethics or the El Paso County Code of Ethics as determined by the El Paso County Ethics Commission.
8. Any other act of a similar nature of the same or greater seriousness.

#### **Section 7. Termination by the Chief Administrator**

The Chief Administrator may terminate this Agreement at any time by delivering to the Commissioners Court a written notice of termination not later than ninety (90) days prior to the effective date of the termination. If the Chief Administrator terminates this Agreement, then the provisions of Sections 6(B) and (C) above, shall not apply and he shall not be eligible for any severance payment. If the Chief Administrator voluntarily resigns pursuant to this Section, the County shall pay to the Chief Administrator all accrued unpaid salary and compensable benefits earned as per county policies and procedures up to the effective date of termination. The County shall have no further financial obligation to the Chief Administrator pursuant to this Agreement.

#### **Section 8. Relocation Expenses**

A. The County agrees to pay the Chief Administrator up to \$13,000.00 to directly pay on his behalf or reimburse him for the costs associated with his relocation to El Paso County. This money is to cover the cost of expenses associated with travel to secure housing, temporary lodging/housing, transportation for himself and any family members, moving personal vehicles, moving furniture, relocation deposits, and other related moving expenses. The Chief Administrator shall be reimbursed upon production of receipts to document the expenditures or the County may directly pay invoiced eligible expenses.

B. Should the Chief Administrator voluntarily resign within two years of his employment with the County, he will return to the County a twenty-four month pro-rata share of any expenses it has paid to assist with his relocation. The Chief Administrator

agrees that any relocation expense reimbursement required by him may be withheld from his last compensation payments.

**Section 9. General Terms and Conditions**

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. Texas law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in El Paso County, Texas.

Effective this the 12<sup>th</sup> day of January, 2015.

ATTEST:

THE COUNTY OF EL PASO

\_\_\_\_\_  
County Clerk Delia Briones

By \_\_\_\_\_  
County Judge Veronica Escobar

CHIEF ADMINISTRATOR

\_\_\_\_\_  
Steven P. Norwood