

CONTRACT OF EMPLOYMENT

This AGREEMENT is made on the day 12th of June, 2025, by and between Southern Nevada Regional Housing Authority (SNRHA), a public housing, quasi-governmental agency governed in accordance with NRS Chapter 315 et. seq. and the U. S. Department of Housing and Urban Development's (HUD) related regulations with its principal office located at 340 North 11th Street, Las Vegas, Nevada 89101 (hereinafter referred to as "Employer" or "SNRHA") and Lewis Jordan, _____ [address] (hereinafter referred to as "Employee").

RECITALS

Employer is a public housing, quasi-governmental agency organized pursuant to NRS Chapter 315, the Housing Act of 1937 and amendments thereto, whose purpose is to provide decent, safe, and sanitary dwellings, apartments or other living accommodations for persons of low income in the City of Las Vegas, Clark County, the City of North Las Vegas and the City of Henderson, Nevada.

Employee has been selected by the Employer's Board of Commissioners to serve in the position of Executive Director and Secretary, subject to the terms and conditions set forth in this AGREEMENT and in compliance with all the SNRHA Workplace Guide, SNRHA's Ethics Policy, Bylaws, and the Executive Director Job Description.

In consideration of the mutual promises set forth in this AGREEMENT, the parties hereto agree as follows:

I. **TERM OF EMPLOYMENT**

This AGREEMENT shall have a term of 4 years retroactive to Friday, January 3, 2025 through January 3, 2029, at which time by mutual consent the term may be extended. It is expressly understood that Employer may terminate this Agreement with or without cause, and/or for reasons stated in Section VIII.

This AGREEMENT shall remain in full force and effect for the term specified above, unless terminated earlier pursuant to the provisions of Article VIII herein.

II. **EMPLOYMENT DUTIES**

Employee is hired to serve as Executive Director and Secretary of Employer. Employee agrees to perform all of the duties required of the Executive Director as provided for in the following documents: (1) Employer's Bylaws (which are attached hereto as Exhibit A and incorporated herein by reference); (2) the Executive Director Job Description (which is attached hereto as Exhibit B and incorporated herein by reference); (3) SNRHA Workplace Guide; and (4) SNRHA Ethics Policy and Code of Conduct contained or referenced in the Workplace Guide. Additionally, it shall be the Employee's

duty to meet the reasonable goals and objectives set forth in writing by the Employer's Board of Commissioners, and to steadfastly abide by all of the Employer's administrative and personnel rules and policies.

Employee shall perform said duties, subject to the control and directives provided by Employer's governing Board of Commissioners. The Employee shall serve the Employer diligently and in accordance with the prevailing standards in the public housing industry. The Employee shall use his best efforts to accomplish any reasonable goals that are set for him by the Employer's Board of Commissioners.

In the position of Executive Director, Executive Director shall be responsible for a wide-range of public administration activities on behalf of the Housing Authority, including, but not limited to: (1) leading and overseeing the day to day operations and functions of the Housing Authority, (2) reporting and responding to the Board of Commissioners, (3) leading and managing the Housing Authority's workforce and contractors, (4) acting as liaison with federal, state and local governmental and private agencies, (5) managing and overseeing grants, (6) working with community and groups on affordable housing issues, (7) leading redevelopment and modernization programs, (8) completing and executing required reports, and (9) working with legal counsel in Housing Authority matters requiring general legal services, review, assistance, or defense. Executive Director shall also perform such other and further duties as may be reasonably assigned by the Board of Commissioners in the furtherance of the above-referenced duties and responsibilities.

Executive Director is further responsible for the administration and management of all affiliates and subsidiaries of the Housing Authority, including but limited to the Resident Opportunity, Self-sufficiency and Empowerment foundation (R.O.S.E.) and Affordable Housing Incorporated.

The Employee shall devote such time, attention, and energies to the performance of his duties as Executive Director and Secretary as may be necessary to achieve successful outcomes for goals set by the Employer's Board of Commissioners. Employee is prohibited from engaging in any other business, interests or have any financial interests or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair independence of judgment or action in the performance of his official duties.

Nothing herein shall prevent Employee from serving as a board member of a public non-profit or non-profit entity, or from performing services as a volunteer, provided that such services do not materially interfere with Executive Director's duties hereunder. If the Executive Director desires to serve as a board member of a private entity while employed by the Employer, he may do so provided that: (1) such board services are not prohibited by the Code of Ethics for the Board of Commissioners of the Southern Nevada Regional Housing Authority ("Code of Ethics") as approved by the Board of Commissioners.

Employee acknowledges that in connection with the performance of his duties, he will obtain information from SNRHA, its employees and third parties that is of a confidential nature. Employee agrees that he will not disclose such confidential information other than to officers and employees of SNRHA who have been authorized to have access to such information. Employee further agrees that if he has a question as to the confidentiality of information obtained in the course of his employment, he will contact the Chair of the Board of Commissioners and/or SNRHA's legal counsel.

III. COMPENSATION

Employer shall pay Employee an annual salary of \$354,989.00 plus an annual cost of living adjustment (COLA) consistent with the Agency as approved by the Board of Commissioners, less any and all applicable federal and state withholdings and deductions. Such salary will be payable according to Employer's standard payroll practices and shall be adjusted annually consistent with the Agency's COLA adjustments. Employee will receive a five percent (5%) COLA for the first year of the contract term. The Employee's annual salary of \$354,989.00 reflects a five percent (5%) increase from Employee's prior annual salary. Employee will receive a merit increase of three point seven five percent (3.75%) for the second year, a merit increase of three point seven five percent (3.75%) for the third year and a merit increase of three point seven five percent (3.75%) for the fourth year. Employee will receive a three percent (3%) COLA for the second year and a two and a half percent (2½%) COLA for the third year. The COLA for the fourth year has not been determined by the Board of Commissioners. Employee will receive a COLA adjustment in the fourth year identical to that received by all Agency employees as approved by the Board of Commissioners.

IV. EXCLUSIVE EMPLOYMENT

Employee agrees to focus his full professional time, ability and attention to SNRHA business during his employment. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, or to render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without providing prior notice to the Board of Commissioners and receiving written consent therefrom. This does not preclude Employee from volunteering his services to other entities or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

V. PERFORMANCE REVIEW

Within 90 days of the contract termination date, the Board of Commissioners will conduct a Performance Review.

VI.
FRINGE BENEFITS

In addition to the compensation Employee receives pursuant to Section III of this AGREEMENT, Employee is eligible for participation in the fringe benefit programs established by Employer upon fulfillment of the eligibility requirements for each program. Employer may, without notice, modify or discontinue any fringe benefit program which it maintains, provided that such modification or discontinuance of such fringe benefit would affect all SNRHA employees.

Employee will be granted additional fringe benefits, as follows:

A. Retirement

Employee shall be eligible for Public Employment Retirement System (Employer shall pay the current PERS rate - requires five [5] year vesting). Employer shall contribute to the Public Employees' Retirement System (PERS) the rate percentage mandated by PERS.

B. Car Allowance

Employer shall provide Employee a \$1,000.00 per month car allowance to include fuel and maintenance expense.

C. Vacation, Holidays and Sick Time

Employee shall be entitled to thirteen (13) holidays, including floating holiday which must be taken within sixty (60) days of Employee's birthday, four (4) weeks employer paid annual leave, sick leave which accrues at a rate of five (5.00) hours per pay period or thirteen (13) days per year.

If Employee retires, resigns or is terminated, Employee shall be paid for all earned, but unused vacation/sick time on the books on the date of separation or at annual cash out events based upon the limits as found in the Personnel Handbook.

Employee will be paid all earned time including sick and/or vacation at termination of Agreement or at annual cash out events based upon the limits as found in the Personnel Handbook.

D. Wellness, Insurance and Deferred Compensation Plan

Employer will explore additional fringe benefit options, including supplemental insurance, during the contract term and if appropriate amend this contract to add such fringe benefits.

VII.
BUSINESS EXPENSES

Employer agrees to reimburse Employee for all expenses reasonably incurred in performing duties pursuant to this AGREEMENT. Employee must provide accurate and appropriate receipts verifying expenses incurred for which Employee seeks reimbursement.

Employer agrees to reimburse Employee for business related travel expenses in accordance with SHRHA travel policy.

VIII.
TERMINATION OF EMPLOYMENT

A. TERMINATION: This AGREEMENT shall automatically terminate on January 3, 2029, but shall be earlier terminated upon the happening of any of the following events:

1. If either Employer or Employee shall serve the other party with written notice of their intent to terminate this Agreement, then the Agreement shall be terminated on the date specified but no sooner than 30 days from the date notice is received. If Employer terminates for cause, the termination may be effective immediately as determined at the sole discretion of the Employer. A for-cause termination does not require 30 days' notice.
2. Upon the death of the Employee on the date thereof.
3. On the date that Employer delivers to Employee notice of termination due to the Employee's permanent disability. For purposes of this AGREEMENT, "permanent disability" shall be defined as follows: If Employee should be determined disabled by virtue of a physical or mental impairment resulting from bodily injury, disease or mental disorder which is of such permanence and degree that such employee is unable, because of such disability, to perform employee's duties (the permanence and degree of which shall be determined by a physician approved by Employer) for a period of time in excess of 90 days.

IX.
COMPENSATION UPON TERMINATION

1. Completion of Term. If Employee completes the Term by working for Employer up to and including the 3rd day of January, 2029, Employer will pay all sums due under this AGREEMENT earned and accrued up to the last day of the term of the AGREEMENT.

2. Termination by Employee. If Employee elects, at his sole option, to voluntarily terminate the employment relationship with Employer prior to completion of the Term of this AGREEMENT, Employee shall be entitled to receive only the compensation accrued but not paid as of the date of such termination; Employer will not be obligated to pay

Employee the amount of any unaccrued compensation remaining unpaid under the terms of this AGREEMENT or any severance.

3. Termination by Employer Without Cause. If Employer decides at its sole option to terminate this AGREEMENT without cause (as defined below) prior to January 3, 2029, or the termination date for any subsequent year for which this AGREEMENT is extended, and upon written notice to Employee, Employer agrees to pay Employee six months' salary as severance, minus all applicable state and federal withholdings and deductions.

4. Termination by Employer for Cause. If Employer terminates the employment relationship with Employee prior to the completion of the Term, for cause, Employee shall be entitled to receive only the compensation accrued but not paid as of the date of such termination; Employer will not be obligated to pay Employee the amount of any unaccrued compensation or fringe benefits remaining unpaid under the terms of this AGREEMENT or any severance.

“Cause” shall be defined as: (1) gross negligence in connection with the performance of Employee’s duties hereunder which is not cured within a reasonable period of time after notice by the Employer; (2) any material breach of this AGREEMENT by Employee (if such breach is not cured within 30 days following receipt by the Employee of notice from the Employer specifying the facts relating to the breach); (3) misappropriation of funds or embezzlement by the Employee; (4) conviction of Employee of a felony; (5) failure or refusal to adequately perform the duties of employment; (6) failure or refusal to adhere to the terms of this AGREEMENT, or to the administrative and personnel rules established by Employer; (7) Employee engages in any act that is detrimental to Employer’s reputation in the community; or (8) Failing to achieve any other reasonable goals of the Employer’s Board of Commissioners within a reasonably sufficient time after receiving those goals in writing.

5. Termination by Employer’s Exercise of Option for Permanent Disability. Employer’s option to terminate the AGREEMENT in the event of Employee’s confirmed “permanent disability” shall be exercised in writing delivered to Employee and shall be effective upon delivery. Upon any such termination, Employee shall be entitled to receive only the compensation accrued but not paid as of the date of such termination; Employer will not be obligated to pay Employee the amount of unaccrued compensation remaining unpaid under the terms of this AGREEMENT or any severance.

6. Termination and Severance Pay.

A. Employee is an at-will employee and serves at the will and pleasure of the Board of Commissioners and may be terminated at any time without cause subject to the conditions of paragraph B and C of this section.

B. In the event that Employee is terminated by the Board of Commissioners for reasons other than physical or mental incapacity, or those reasons noted in E below, SNRHA agrees to pay the employee a severance package equal to six (6) months of salary.

C. To be eligible for severance pay, as identified in paragraph B of this section, Employee shall fulfill all of his obligations under this AGREEMENT and shall sign an acknowledgement and release of claims against SNRHA. Such acknowledgement and release appear as **Attachment "A"** to this Agreement.

D. All severance payments shall be paid within thirty (30) calendar days of the last date of employment.

E. Notwithstanding paragraphs A, B and C, above, if Employee is terminated due to resignation, retirement, insubordination, incapacity, dereliction of duty, addiction to a controlled substance or alcohol, conviction of a crime involving moral turpitude or involving personal gain to him, any felony or a breach of this Agreement. SNRHA shall have no obligation to pay any severance provided in this section.

F. At termination, Employee shall be paid for all earned, but unused, vacation time and sick leave.

G. The following provisions shall apply in the event of termination.

1) If an investigation is pending at the time of Employee's termination that results in Employee being convicted of a crime involving his abuse of office, Employee shall fully reimburse SNRHA for any severance provided at the time of separation; and

2) If Employee is convicted of a crime involving an abuse of this office, and cash settlement related to the termination of Employee that Employee may receive from SNRHA and SNRHA funds provided for Employee's criminal defense, if any, shall be fully reimbursed to SNRHA.

7. General Provisions.

Employee may resign at any time. Employee may retire, provided he is eligible for retirement, at any time. Employee agrees to provide thirty (30) calendar days advance written notice of the effective date of his resignation or retirement.

In the event Employee retires or resigns, Employee shall be entitled to payment for earned but unused vacation time and sick leave, but not to severance pay as delineated in Section 6, paragraph B, above.

The death of employee during the term of this AGREEMENT terminates the Agreement and Employer shall pay to Employee's estate any unpaid compensation earned by Employee prior to Employee's death.

X.
NOTICE

Any notice required pursuant to this AGREEMENT shall be in writing, and will be effective on the day it is hand delivered to Employee, or 3 days after it has been sent by registered or certified mail to the other party at the addresses set forth below:

Employer's Address: Southern Nevada Regional Housing Authority
Attn: Board of Commissioners
340 North 11th Street
Las Vegas, Nevada 89101

Employee's Address: Lewis Jordan

XI.
GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Nevada, and the courts of Clark County. Clark County, Nevada shall have exclusive venue and jurisdiction over any and all disputes related hereto.

XII. **MODIFICATION**

No amendment or modification of this AGREEMENT is valid unless it is in writing and signed by the parties.

XIII. ENTIRE AGREEMENT

This AGREEMENT represents the entire AGREEMENT between Employer and Employee.

XIV. ASSIGNABILITY

This AGREEMENT is not assignable.

XV.
SEVERABILITY.

Each provision of this AGREEMENT is separable from the whole. If any portion of this AGREEMENT is determined invalid, that invalidity shall not impair the remaining provisions of this AGREEMENT.

XVI.
DISPUTE RESOLUTION

The parties agree to mediate any disputes relating to this AGREEMENT through a mutually agreeable mediator, the cost thereof to be split between the parties. If the mediation is unsuccessful, the parties agree to submit all disputes to binding arbitration using a Las Vegas arbitrator with at least 15 years' experience in the general subject matter of this AGREEMENT. The parties agree to use local neutrals affiliated with JAMS or Advanced Resolution Management (ARM) if the parties cannot agree on a private arbitrator. If a private arbitrator is chosen, he or she shall enter findings of fact and conclusions of law to support his or her award. The arbitrators shall adhere to the Nevada Rules of Civil Procedure, and the Nevada Rules of Evidence. The parties waive any appeal from the trial court's review of the record, findings of fact, and conclusions of law. The parties agree to split the costs of the arbitration proceedings. The parties remain responsible for their own attorney's fees and costs prior to resolution. An award of attorney fees and costs may be made by the arbitrator to the prevailing party. A party's request to submit a dispute to mediation and/or arbitration will not stay or suspend a termination notice given pursuant to Article I, VIII and IX.

XVII.
COSTS

In the event any disputes are submitted to Alternative Dispute Resolution (ADR) as provided for in Article XVI, concerning the terms of this AGREEMENT, the successful party shall be entitled to an award of all reasonable costs and expenses incurred to enforce the terms of this AGREEMENT, including but not limited to, reasonable attorneys' fees.

XVIII.
WAIVER

A party may waive any right under this AGREEMENT only by written waiver duly signed by such party, and no failure to exercise or delay in exercising a right under this AGREEMENT shall constitute a waiver of such right. Further, waiver by either party hereto of any breach of any provision of this AGREEMENT by the other party will not operate or be construed as a waiver of any subsequent breach by such waiving party.

XIX.
BINDING EFFECT

This AGREEMENT and the parties' obligations hereunder shall be binding on and inure to the benefit of the parties.

XX.
JOINT PREPARATION

This AGREEMENT has been prepared by the joint efforts of all parties and shall be interpreted fairly and simply and not strictly for or against either party.

XXI.
REPRESENTATIONS

Each party hereto represents and agrees that it has not relied upon any representations by any other party, or its or their directors, agents, employees, representatives, or attorneys, concerning the terms or effects of this AGREEMENT other than those expressly contained in the AGREEMENT. Each party has had an opportunity to consult with legal counsel regarding the terms of this agreement and enters into the same voluntarily and informed.

This is a binding legal document. Lewis Jordan, whose signature appears below, acknowledges that he has read all of the provisions of the foregoing AGREEMENT, understands them, has received independent advice and/or had the opportunity to consult with counsel of his choosing regarding the legal effect of the provisions herein, and agrees to be bound by said provisions.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in Las Vegas, Nevada, this 12 day of June, 2025.

By: 
Lewis Jordan, Executive Director

By: 
Chairperson, Board of Commissioners