

NF  
Lake Tahoe  
DA's Robert  
Story

FILED  
NO. 95.043

SEVERANCE AGREEMENT FEB 22 P12:48

BARBARA REED  
CLERK  
*[Signature]*  
BY William F. DEJES

On February 9, 1995, Douglas County and ~~and~~ William F. DEJES entered into the following Severance Agreement:

1. Recitals

1.1 Jones has been the Director of the Information Systems Department for 15½ years and has an additional three years to service retirement through PERS.

1.2 Jones has applied to PERS for disability retirement.

1.3 The County recognizes Jones' disability, and recognizes Jones' long-term service to the County.

1.4 Both Jones and the County acknowledge the need to replace Jones as soon as possible to establish a continuity of work flow on certain computerization projects.

Accordingly, Jones and the County agree to the following early retirement.

2. Consideration

2.1 The County agrees to pay \$36,000 in early retirement. At his sole discretion, Jones may have the early retirement paid directly to himself or he may have the early retirement paid to PERS on his behalf.

2.2 The County agrees to purchase medical health insurance coverage for Jones through December 31, 1997, at a cost not to exceed \$9,000. As of December 31, 1997, (or sooner should the \$9,000 be exhausted first) Jones may, at his sole option, continue the medical health insurance coverage by paying the premiums himself. Should the option be or become available, Jones

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may, at his sole option, add his wife as a dependent to his medical health insurance coverage by paying the additional premium costs himself.

2.3 The County agrees to pay Jones' 35% of sick leave and 100% of vacation leave accrued as of the date of Jones' termination.

2.4 Jones agrees to terminate his employment with the County on February 24, 1995.

2.5 Jones agrees to spend up to 40 hours through March 31, 1995, assisting the Information Systems Department to make a smooth transition.

### 3. Mutual Releases

3.1 Upon execution of this Agreement, Jones agrees to release and discharge the County and its successors and assigns from any and all actions or possible causes of action, claims, demands, liabilities, or damages, whether known or unknown, accrued or not, arising from or in any way connected to Jones' employment with the County.

3.2 Upon execution of this Agreement, the County agrees to release and discharge Jones and his successors and assignees from any and all actions or possible causes of action, claims, demands, liabilities, or damages whether known or unknown, accrued or not, arising from or in any way connected to Jones' employment with the County.

### 4. Nondisparagement

Jones and the County shall take reasonable steps to ensure that they or their employees do not make false or otherwise

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legally objectionable statements about each other.

5. Binding Affect

The terms and provisions of this Agreement shall apply to, bind, and inure to the benefit of the successors and assigns of Jones and the County.

6. Jointly Negotiated

Jones and the County agree that this Agreement was jointly negotiated and drafted and is not to be construed against either party. Jones also acknowledges that he was encouraged and given sufficient time to review this Agreement with his attorney and his financial advisor.

7. Integration Clause

Jones and the County agree that this Agreement contains the entire understanding of the parties, and that this Agreement shall not be altered or varied except by subsequent writing signed by all parties.

8. Effective Date of Agreement

The effective date of this Agreement shall be the date on which the last party who is to sign this Agreement signs this Agreement.

William F. Jones  
WILLIAM F. JONES

Robert Allgeier  
ROBERT ALLGEIER, Chairman  
Board of County Commissioners

ATTEST:

Barbara Reed  
BARBARA REED, Clerk

SEAL

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 22, 1995  
B. Reed Clerk of the 19th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol M. Malloch Deputy

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COPY

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

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\$ PAID DEPUTY