

Co. mgr. office

FILED

NO. 92087

'92 SEP 24 P2:52

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BY B. Aruth DEPUTY

EMPLOYMENT AGREEMENT

This agreement, entered into the 3rd day of SEPTEMBER, 1992, by and between Douglas County, a subdivision of the State of Nevada, hereinafter referred to as County, and Lawrence A. Werner, hereinafter referred to as Employee, both of whom understand as follows:

WITNESSETH

Whereas, the County desires to employ the Employee as Public Works Director; and

Whereas, the County and Employee desire to define the terms and conditions of such employment to protect the interests of the County and the Employee; and

Whereas, the County desires to induce the Employee to serve in such position, enhance work productivity by protecting the Employee's morale and peace of mind and provide a fair method of terminating Employee's services in a professional and businesslike manner, should this be in the County's best interest.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

DUTIES:

The County agrees to employ Lawrence A. Werner as Public Works Director of the County to perform the functions and duties specified for the position by ordinance and the laws of the State of Nevada and to perform other duties assigned.

HOURS OF WORK:

Employee agrees to devote his full time attention to this position and its responsibilities. Since Employee must devote considerable time outside of normal office hours to these responsibilities, County agrees that Employee will be allowed to take occasional time off, as he deems appropriate, during normal office hours. Employee agrees to exercise appropriate judgement as to the necessary hours to be worked to serve the County. Absences of two consecutive days or less may be taken at the discretion of the Employee. Absences of longer than two consecutive days must be approved by the County Manager, and all absences of the nature described shall be charged to an employee leave account. In all cases, the Employee shall designate an appropriate staff member to assume the duties of Director in an acting basis.

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COMPENSATION:

1. County agrees to pay Employee for his services an annual salary of \$65,686.40, payable in installments at the same time as other county employees are paid. Upon six months satisfactory performance, Employee shall receive a performance and compensation review, conducted by the County Manager. For purposes of this agreement, this review shall be conducted approximately March 1, 1993, based upon a County Manager and Employee goal setting review to be held in November of 1992.

2. County Manager agrees to conduct a formal review of the Employee's work performance after March 1, 1993, and annually thereafter. The formal annual review will include use of objective criteria. County Manger will adjust Employee's compensation and other terms of employment in accordance with the results of the formal review and take into account any cost of living percentage granted other county management employees.

RETIREMENT PLAN:

County agrees to pay for Employee's participation in the Nevada State Public Employees Retirement System, including both employer and employee portions in accord with NRS 286.021.

LIFE INSURANCE:

County agrees to provide a life insurance policy equal to other management employees of the County.

OTHER BENEFITS:

County agrees to provide Employee all current and future benefits provided to other management employees unless they are specifically addressed in this agreement, including all county holidays and other fringe benefits. Such benefits are in addition to the provisions of this agreement.

AUTOMOBILE:

Employee's duties require that he have the use of an automobile. County agrees to pay employee \$225.00 per month toward automobile expenses for travel within the immediate area. Employee agrees to be responsible for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair and replacement of an automobile. The County agrees to attempt to purchase a Motorola Spectra A7 mobile radio currently owned by the City of Puyallup and presently installed in a vehicle operated by the Employee at a cost not to exceed \$900.00. The County further agrees to reprogram the radio frequencies utilized by

the County said radio at its expense. In any event, the County shall provide and equip the Employee's personal vehicle with the radio or cellular telephone equipment required by Employee to perform the duties of Public Works Director.

GENERAL EXPENSES:

The County recognizes that certain job related expenses are incurred by the Employee and agrees to pay or reimburse such expenses. Such expenses must be of a class permitted by statute or County policy and with budgeted amounts.

TERMINATION AND SEVERANCE PAY:

1. The County shall have the right to terminate the Employee at will. If the Employee is terminated by the County when the Employee is willing and able to perform the duties of Public Works Director, or if the County otherwise breaches the provisions of this agreement, the County agrees to pay the Employee severance pay equal to six month's salary. If the Employee is terminated for for circumstances which would otherwise constitute cause as enumerated in Douglas County Code section 2.02.090, the County is not obligated to pay employee any severance pay.

INDEMNIFICATION:

The County agrees to indemnify, insure, and hold Employee harmless in accordance with NRS 41.03415 et. seq.

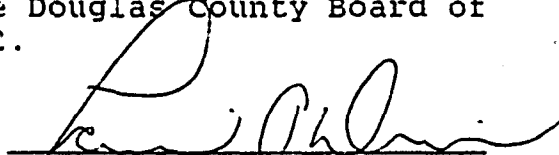
GENERAL PROVISIONS:

1. This agreement constitutes the entire agreement between the County and the Employee.
2. This agreement is effective September 21, 1992, and shall remain in effect until termination is instituted by either party in accordance to the terms of this agreement.

THIS AGREEMENT was approved by the Douglas County Board of Commissioners on September 3, 1992.

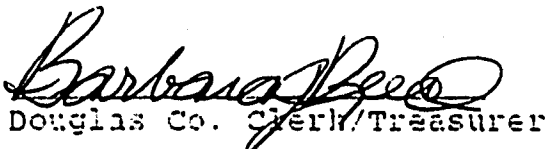


Michael Fischer, Chairman



Lawrence A. Werner

Attest:



Douglas Co. Clerk/Treasurer

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INDEPENDENT CONTRACTORS AGREEMENT

This Agreement represents a contract for services between Douglas County, Nevada ("County") and Lawrence A. Werner ("Contractor").

RECITALS

- A. The County wishes to engage the services of the Contractor on a job-by-job basis for certain discrete jobs that may arise.
- B. Contractor is in the business of providing such services and wishes to provide those services to the County.

THEREFORE, IT IS AGREED as follows:

AGREEMENT

1. The County shall pay the Contractor \$50.00 per hour to perform the following tasks, provided that the total amount of compensation shall not exceed \$4,500.00:
 - A. Public Works Department personnel review, job assignments and goals;
 - B. Public Works Department Budget and staffing analysis and work program, if available;
 - C. Public Works Department Policy and Standards review; and
 - D. Such projects that may be identified by the County Manager.

The Contractor shall receive payment upon completion of each project and submission of his invoice and supporting documentation coupled with exceptions by the County Manager, minus any draws previously approved by the County Manager. Nothing in this Agreement requires the County to assign such jobs to Contractor, or precludes the County from assigning such jobs to other contractors or persons.

2. If Contractor accepts the assignment of such jobs, Contractor shall perform the services required to complete the jobs to the best of his ability within the time frame requested by the County Manager. It is understood that the Contractor may decline assignment of such jobs, although it is the general intent of the parties that the Contractor shall be reasonably available and accept a reasonable number of such requests.
3. When the County Manager assigns and Contractor accepts such jobs, the County shall compensate the Contractor. Contractor shall submit an invoice for such services and the County shall pay said invoice within thirty (30) days of submission. The County shall reimburse Contractor for mileage at \$0.27 per mile or airfare (which ever is less) and actual expenses for meals and lodging.
4. Contractor shall at all times be an independent contractor for the term of this agreement. Contractor shall at all times control the methods and means of performing the work assigned, and shall not be subject to the direct control or supervision of the

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County management. The County reserves the right to provide general direction as to the work to be completed and the time schedule that must be met.

5. As an independent contractor, the Contractor agrees that he shall be responsible for maintaining any and all necessary business licenses, permits, and employment records, and shall comply with all applicable laws, ordinances, regulations, and other requirements of conducting business in the state of Nevada. Contractor shall be responsible for payment of all applicable taxes, for himself and his employees, including federal income taxes, FICA, federal and state unemployment insurance taxes, workers' compensation taxes, business and occupation taxes, and any other obligations imposed on independent businesses. Contractor shall indemnify and hold the County harmless from all claims for taxes by any governmental agency, whether local, state or federal, arising out of any claim, action, suit or proceeding which is based, in whole or in part, on the assertion that the relationship established by this Agreement is an employment relationship rather than an independent contractor relationship.

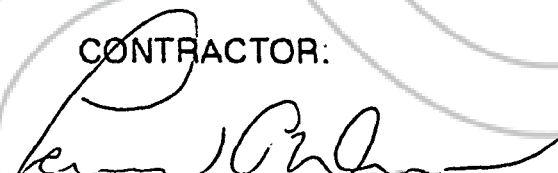
6. The Contractor shall be responsible for his own acts and those of his employees, and shall hold the County harmless from any liability arising from the performance, acts, or omissions of the Contractor and/or his employees; provided however, that after the County accepts the work performed, the County agrees to defend and pay any judgment awarded against the Contractor resulted from any assigned work performed under the terms of this Agreement. The County agrees to defend the contractor should a third party challenge this Agreement, any part of this Agreement or performance of tasks pursuant to this Agreement.

8. Contractor has no authority to enter into contracts on behalf of the County, bind the County, or speak on behalf of the County. The Contractor agrees that he shall not hold himself out as an agent, employee, representative, or spokesperson for the County.

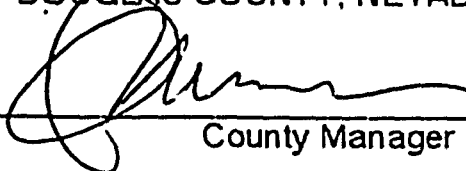
9. This Agreement will remain in effect from the date last signed through a period of thirty (30) days.

AGREED AND EFFECTIVE as of ^{SEPTEMBER} August 3, 1992.

CONTRACTOR:


Lawrence A. Werner, P.E., R.L.S.

DOUGLAS COUNTY, NEVADA:


County Manager

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: 9-24-92
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Barbara Smith Deputy
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SEAL

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COPY

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

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SUZANNE BEAUDREAU
RECORDER **289130**

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