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**REVISED
EMPLOYMENT CONTRACT
FOR COUNTY MANAGER**

BARBARA REED
CLERK
[Signature]
DEPUTY

This agreement is made and entered into this ~~21st~~ ^{21st} day of March, 1996, by and between Douglas County, a political subdivision of the State of Nevada, ("County"), acting through its Board of County Commissioners ("Board") and Julio Avel, ("Manager").

RECITALS

Subsection 1 of section 244.125 of the Nevada Revised Statutes authorizes the Board to appoint a County Manager and fix that official's compensation.

Subsection 2 of section 244.125 of the Nevada Revised Statutes provides that the Manager holds his office at the pleasure of the Board and may be removed from office by the Board at any time.

The Board previously entered into a contract with Manager effective December 6, 1993 ("the 1993 contract").

The Board previously amended the vehicle allowance provision of the 1993 contract on June 16, 1994 and adjusted the County Manager's salary in accord with the compensation provision of the 1993 contract on June 16, 1994 as well as February 16, 1995.

The Board wants to contract with manager under revised conditions of employment and manager desires to accept employment with the County under these revised conditions.

The Board and Manager agree as follows:

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1. **EMPLOYMENT**. County continues to employ Manager under revised conditions of employment for a period of three (3) years and approximately three (3) months commencing on March 21, 1996 and ending on June 30, 1999, in the capacity of County Manager to perform the duties specified in paragraph 3 and any other duties Manager may be instructed to assume and perform by the Board.

2. **ACCEPTANCE**. Manager agrees to accept the continued employment with county specified in paragraph 1 under these revised conditions. Manager must devote his full time to the duties of County Manager and not pursue other gainful employment during the term of this contract unless approved by the Board in accord with Douglas County Code section 2.02.110(C).

3. **DUTIES**. Manager is the administrative head of County and works under the direction and control of the Board. Manager must perform those duties of County Manager set out in the Nevada Revised Statutes, the Douglas County Code as well as other uncodified county ordinances, resolutions and policies of the County. The Manager is responsible for the efficient administration of all county affairs under his control. In addition to the duties already mentioned in this paragraph, and not as a limitation of those duties, Manager must perform the following, subject to limitations or modifications prescribed by the Board:

A. See that the laws of the State of Nevada and all codes, ordinances, resolutions and policies of the county are enforced;

B. See that all franchises, permits, leases, agreements, contracts, licenses and privileges granted or entered into by the County are properly observed, enforced and performed;

C. Carry out the policies of the Board and oversee the implementation of Board policy by the administrative departments of the County;

D. Control, direct and oversee the operation of those administrative departments of the County the Board lawfully designates as Manager's responsibility;

E. Hire, appoint, promote, discipline or terminate the heads of those administrative departments of the County as the Board lawfully designates as being subordinate to the Manager and as being under his jurisdiction;

F. Control and supervise the administrative department heads enumerated in paragraph 3 (E);

G. Evaluate and prepare written evaluations of the performance of those department heads enumerated in paragraph 3 (E) consistent with the personnel practices, policies and codes of the county;

H. Attend all meetings of the Board unless excused from attendance by the Board;

I. Recommend to the Board the adoption of policies, measures, resolutions and ordinances as the Manager deems necessary;

J. Keep the Board fully advised of the financial condition and needs of the County;

K. Keep the Board fully advised of the state of the County, the status of projects or programs undertaken by the Manager or County departments and provide the Board other information or reports as the Board may direct;

L. Prepare and submit to the Board, for Board approval, a budget for the operation of County government and administer the budget after its adoption;

M. Investigate all complaints and report on those complaints to the Board when necessary, regarding matters concerning the administration of County government or the provision of County government services to the citizens of the County;

N. Be cognizant of and responsive to the needs of the citizens of the County;

O. Exercise general supervision over all public buildings, parks, streets, roads and all other real and personal property under the control of the County and the Board; and

P. Perform other duties and exercise other powers as the Board delegates to Manager pursuant to paragraph 3 of this agreement.

4. **COMPENSATION**. During the term of this agreement, County will pay Manager, as compensation, an initial annual salary of \$86,548.80. This annual salary is the maximum salary currently payable in the salary range to which the Manager's position is assigned. Should the Board approve an adjustment to the County Manager's salary range or assignment to a higher salary range

either of which is based on a recommendation of the pay advisory committee and which is consistent with the County's compensation plan policies, Manager may be eligible for additional merit increases on Manager's anniversary date. Manager's anniversary date for merit increase eligibility is July first of each year rather than December sixth of each year as prescribed in Douglas County Code sections 2.02.030(A) and (Z) and 2.02.050(C)(1) and (2).

Manager's annual salary will be adjusted periodically during the term of this contract on the dates and by the amounts of any cost of living adjustments given to other managerial and confidential employees of County who are not subject to the collective bargaining process conducted pursuant to chapter 288 of the Nevada Revised Statutes. This salary must be paid in installments consistent with the payroll policy and pay periods established by County.

5. **INSURANCE**. The County must pay Manager's employee health insurance premiums and any other premiums necessary to provide for dependant health insurance coverage under the terms of the County's group health insurance program.

6. **LEAVE**.

A. Manager is entitled to receive annual leave equal to four (4) weeks (160 hours) per calendar year during the term of this contract. The provisions of NRS 245.210(2)(a) notwithstanding, Manager is not permitted to cumulate and carry over from year to year an amount of accrued but unused annual leave

greater than two (2) weeks (80 hours). The annual leave provided in this subparagraph of the agreement must accrue on a prorated basis as though Manager were an eligible County employee with 15-19 years of service as provided in Douglas County Code section 2.02.080(C)(1). To the extent possible, Manager agrees not to take annual leave under the terms of this contract and during the term of this contract in blocks of time totaling four (4) weeks or one hundred sixty (160) hours or more without prior approval of the Board.

B. Manager is entitled to receive sick and administrative leave benefits during the term of this contract as set out in County's Personnel Ordinance (Chapter 2.02 of Douglas County Code) and related personnel policies.

7. **RETIREMENT.**

County must pay into the system on behalf of Manager the amounts required by the Public Employees' Retirement Act (chapter 286 of the Nevada Revised Statutes).

8. **VEHICLE ALLOWANCE.** The Board finds that Manager's duties require that he have use of an automobile during the term of his employment with the County. The Board agrees to make available a County-procured four wheel drive vehicle for the Manager's use during the term of this Agreement. The Board and Manager agree that Manager may drive his County-owned vehicle from his home to work and from work to his home in accord with Douglas County Administrative Policy 07.01.03 Part II, Paragraph A. Additionally, Manager can use his County-owned vehicle for

official business only. The vehicle shall not be used for personal use. Nothing in this paragraph shall be deemed to limit the application of Douglas County Code section 2.02.090, chapter 2.44 of the Douglas County Code and all County policies which concern use of County vehicles to manager's use of the vehicle provided to him under the terms of this paragraph. County agrees to pay the vehicle expense for the acquisition, maintenance and operation of Manger's County vehicle which the County normally pays under the County's fleet policies. County also agrees to pay the appropriate income tax withholding required under the Internal Revenue Code. Currently, the County provides Manager with the use of a Jeep Cherokee vehicle. County and Manager reserve the right to change that vehicle or its manner of acquisition or both during the term of this contract by proper Board action but without written amendment to this contract.

9. REDUCTION OF BENEFITS. County must not at any time during the approximate three (3) year and three (3) month term of this Agreement reduce the salary, insurance, leave or retirement benefits of Manager, except to the degree that a reduction applies across-the-board to all management employees of County and the reduction is permitted by state law or county code. Nothing in this paragraph shall be deemed to limit application of NRS 244.320 to the financial obligations created pursuant to the terms of this agreement.

10. PERFORMANCE EVALUATION. The Board must review and evaluate the performance of Manager annually during the term of

this contract. Attached to this contract as Exhibit "A" are the criteria and forms used currently by the Board and Manager to complete this evaluation. Board and Manager reserve the right to revise the criteria or the forms or both during the term of this contract without written amendment to the contract. Exhibit "A" is attached to this contract for illustrative purposes of the nature and kind of annual evaluation which is intended for manager by the parties to the contract. Manager is to have his responsibilities under this evaluation process completed by May thirtieth of each year during the contract. The Board is to complete its responsibilities under this evaluation process by June thirtieth of each year during the contract.

11. TERMINATION AND SEVERANCE PAY. Nevada Revised Statutes section 244.125(2) specifies the Manager holds his office at the pleasure of the Board and the Manager may be removed by the Board at any time. In the event the Manager is terminated by the Board during a time that Manager is willing and able to perform his duties under this Agreement, then in that event County agrees to pay and Manager agrees to accept a lump sum cash payment of salary equal to six months salary or the remaining term of this agreement, whichever is less, calculated at Manager's current salary rate payable pursuant to paragraph 4, as full settlement of the termination. In the event that the Manager is terminated because of a conviction for commission of any felony, or for any offense involving a violation of his official duties or for any offense characterized as a crime of moral turpitude, or for

breach of this Agreement, or for cause as defined in Douglas County Code section 2.02.090, then in that event County has no obligation to pay the severance salary designated in this paragraph.

12. **RESIGNATION**. In the event Manager voluntarily resigns his position with County, Manager shall give County thirty (30) days advance written notice, unless the Manager and Board agree otherwise. In the event of Manager's voluntary resignation pursuant to this paragraph, County is not required or obligated to pay Manager any severance pay as specified in paragraph 11 of this Agreement.

13. **PHYSICAL OR MENTAL DISABILITY**. If Manager is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or ill health for a period of four (4) successive weeks beyond any accrued sick and vacation leave, the County may terminate this Agreement and pay Manager any severance pay as specified in paragraph 11 of this Agreement.

In the event that the payment of severance pay is made at a time when Manager is eligible for a disability retirement allowance from the system, the amount of severance pay must be used to reduce the amount of any disability retirement in accord with the provisions of the Public Employees' Retirement Act.

14. **CONTINUED EMPLOYMENT**. On or before October 1, 1998, Manager may submit a written proposal to the County for the extension of this agreement or a revision of the provisions of

this agreement. If the Board does not want to extend or revise this agreement, or wishes to extend or revise this agreement, the Board must notify the Manager of this fact on or before October 30, 1998. Nothing contained in this agreement is to be construed to require County to revise this agreement or to extend this agreement beyond the expiration date provided in paragraph 1, above.

15. ATTORNEY'S FEES AND COURT COSTS. If either Manager or County is required to go to court to enforce the provisions of this Agreement, then neither Manager or County shall be entitled to reimbursement from the other party for attorney's fees, litigation expenses or court costs.

16. APPLICABLE LAW. In the event of litigation, Nevada law controls the interpretation and application of this Agreement.

17. INTEGRATION. The text of this contract constitutes the entire Agreement between the parties and is the result of negotiations between the County and Manager. Each party has had the opportunity to consult with their own attorney regarding the terms of this Agreement and the terms of this Agreement must not be construed unequally against either party.

18. SUCCESSORS IN INTEREST. This Agreement is for the personal services of Manager. However, to the extent appropriate under the terms of this contract, this Agreement shall be binding on and inure to the benefit of the heirs at law, executors or legal guardians of Manager.

19. SEVERABILITY. If any provision, or any portion of any

paragraph contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion of the Agreement is severable, must not be affected and remains in full force and effect.

20. TERMINATION OF 1993 AGREEMENT. This contract supersedes, in all respects, the 1993 contract, as amended.

The County and Manager have caused this Agreement to be signed in duplicate on the date first written at the beginning of this contract.

DOUGLAS COUNTY
BOARD OF COMMISSIONERS

By: Robert L. Allgeier
ROBERT L. ALLGEIER
CHAIRMAN 4/16/96

MANAGER

ATTEST:
BARBARA REED
CLERK

By: Sandra Condron
DEPUTY CLERK

Julio Avel 4/16/96
JULIO AVAEL

COUNTY MANAGER BEHAVIORS

Each year the County Commissioners will prepare the annual performance appraisal of the County Manager. The following key managerial behaviors for the County Manager will be considered. A rating scale of one through five will be used:

- 1 = Unsatisfactory
- 2 = Does not meet expectations
- 3 = Meets expectations
- 4 = Exceeds expectations
- 5 = Far exceeds expectations

Circle a response number for each behavior. The key managerial behaviors for the Manager include the following:

I. Leadership/Total Quality Management

Does the Manager set a proper example of leadership in guiding the organization to improve performance and in reinforcing behaviors/performance that are productive? Does the Manager walk his talk; inspire a shared vision of where he/she wants to lead the organization under the direction of the County Commissioners; reinforce these leadership principles with those with whom he/she has supervisory authority; and encourage quality through invention, process reengineering, benchmarking and other performance measures?

- A. Establish goals for department directors that will be tracked and measured at the end of the fiscal year.
- B. Benchmark programs, policy and/or procedures during the year that would provide value to the organization and/or be entrepreneurial. The programs should be implemented in FY 96 and progress measured and reported to the Board no later than June 30, 1996.
- C. Establish quality improvement teams in each department and initiate monthly meetings no later than April 30, 1996.

Rating for item (A):	1	2	3	4	5
(B):	1	2	3	4	5
(C):	1	2	3	4	5

II. Service Delivery

Is the Manager customer focused concerning the community? Is the Manager customer focused concerning department needs? Does the Manager reinforce and reward key staff to be customer focused?

- A. Implement a customer training program no later than March 1, 1996, and ensure that 90% of all staff members attend the training. This goal should be coordinated in concert with the personnel department.**
- B. By June 30, 1996, make no less than four public relations presentations to citizen groups, civic and social organizations regarding the county outlining the accomplishments and future plans of the county.**
- C. Have published or aired in the media no less than two positive articles or events that are, have or will occur within the department during FY 96.**

Rating for item (A):	1	2	3	4	5
(B):	1	2	3	4	5
(C):	1	2	3	4	5

III. Managing Employees

Does the Manager fairly and consistently oversee an employee appraisal system of key staff and make appropriate decisions affecting pay for performance? Does the Manager fairly oversee other personnel programs of the County?

- A. Conduct a performance appraisal training class with new supervisors and managers no later than April 30, 1996.**
- B. Staff appraisals will be completed within the employees' evaluation period to 100% of staff members.**

Rating for item (A):	1	2	3	4	5
(B):	1	2	3	4	5

IV. Managing Risk Management

Does the Manager properly oversee safety/loss control and risk management programs for the County?

- A. With the full time safety technician position, establish an aggressive safety/risk management program that is fully functional no later than March 30, 1996. Make sure that we move toward a more cost-effective loss control program of training, inspections, follow-up, empowered safety committee members and management and celebration of success. The programs are to be benchmarked with those of Carson City and presented to the county manager no later than June 30, 1996. Success of the program will be measured against the numbers of OSHA required training programs conducted successfully; number of items resolved via the Safety Committee; degree of organizational commitment to safety/loss control and the success of our programs in the eyes of our POOL administrator; the types of awards we receive due to mentoring/excellence programs shared with others, and how much we saved with the mentorship program by trading service with Carson City.**

Rating for item (A): 1 2 3 4 5

V. Planning and Organizing

Does the Manager provide strategic and short range planning for the organization over which he/she has authority? Does the Manager review changes in growth, demographics, revenue projections, and technological environments to evaluate and amend yearly and long range forecasting?

- A. Complete the draft Master Plan as outlined by the Planning Commission by December 31, 1995.**
- B. Complete a long-range fiscal projection model no later than March 1, 1996, and enhance and update the model through FY 96.**
- C. Prepare completed budget status reports and allow for input regarding the budget process and document for FY 97, from department managers during the bi-monthly managers' meetings held at the Sheriff's Training Room. The reports should be prepared and shared with the managers beginning in November 1995.**

- D. Update the CIP document no later than November 15, 1995, and present to the Board for review. Have the Board prioritize the CIP projects no later than the third week in November 1995.**
- E. Prepare an updated mid-year budget report and agendize for Board review no later than the third week in February 1996, and have the Board make mid-year corrections and prioritization of the FY budget.**

Rating for item (A):	1	2	3	4	5
(B):	1	2	3	4	5
(C):	1	2	3	4	5
(D):	1	2	3	4	5
(E):	1	2	3	4	5

VI. Managing Information

Does the Manager provide clear and concise staff reports; communicate in a professional manner before the public, staff and Commissioners? Does the Manager keep the lines of communication open with community groups to advise the Commissioners of critical community issues?

- A. Ensure 95% of the Blue sheets and backup information agendized for Board review have appropriate and correct information and answer the issues and concerns of the Board.**
- B. Designate a contact person who will track citizen and "to do" (Manage Pro) assignments from the County Manager's office no later than November 1, 1995.**
- C. Initially respond to 98% of Citizen inquires within 48 hours and ensure that no inquiry is in the tracking system past 30 days. Staff members meeting the objective will receive a superior rating.**
- D. Have 98% of all inquires requiring mediation and the attention of the County Manager, closed within 30 days.**

Rating for item (A):	1	2	3	4	5
(B):	1	2	3	4	5
(C):	1	2	3	4	5
(D):	1	2	3	4	5

VII. Decision Making

Does the Manager consistently make those tough decisions required of the position; does he/she accept responsibility for individual decisions and actions? Does he/she exhibit good, sound judgment?

Rating for item: 1 2 3 4 5

VIII. Managing Change

Does the Manager anticipate changing priorities and manage complicated demands? Is he/she flexible to make changes when necessary due to changed information and circumstances? Is he/she adamant about issues of integrity and honesty yet sensitive to political environments? Does he/she know when to bring such sensitive issues to the elected officials if there is any concern?

Rating for item: 1 2 3 4 5

IX. Managing Finances, Budgets and Resource Allocation

Does the Manager effectively use Department heads, Elected Officials and the community in prioritizing both key projects and budgetary resources and needs? Does the Manager effectively monitor resources over the year?

- A. Complete a long-range fiscal projection model no later than March 1, 1996, and enhance and update the model through FY 95 to ensure the model is Process 99% of the invoices, purchase orders and payroll in a timely and accurate manner through June 30, 1996.**
- B. Maintain 100% of the accounting records in an accurate manner and ensure 99% of the records are up to date in FY 96.**
- C. Monitor 100% of the grants and ensure they are accurate and up-to-date in FY 96.**
- D. Track and audit 100% of the room tax establishments and ensure they are 100% accurate and up-to-date.**
- E. Implement the preparation of the FY 97 budget document no later than November 30, 1995, and have the budget recommendations prepared for Board review no later than March 31, 1996.**

F. Prepare completed budget status reports and allow for input regarding the budget process and document for FY 97, from county managers during the bi-monthly managers' meetings. The reports should be prepared and shared with the managers beginning in November 1995.

Rating for item (A):	1	2	3	4	5
(B):	1	2	3	4	5
(C):	1	2	3	4	5
(D):	1	2	3	4	5
(E):	1	2	3	4	5
(F):	1	2	3	4	5

X. Personal Growth

Does the Manager set and achieve high personal goals and encourage key department heads to do the same?

A. The manager will attend the NACO, NACo, Innovation Groups, county/city managers association meetings and ICMA National conferences and shall share information obtained at the meetings with staff and Board members.

Rating for item (A):	1	2	3	4	5
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OVERALL SUMMARY

(Include comments on special projects, problems, or areas where the County Manager will need to improve. Attach additional sheets if necessary.)

PERFORMANCE DEVELOPMENT PLAN:

COUNTY MANAGER'S COMMENTS:

COUNTY COMMISSIONER'S COMMENTS:

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

'96 APR 17 AM 11:18

LINDA SLATER
RECORDER

PAID DEPUTY

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: April 17, 1996
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. Mullock Deputy

SEAL

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