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DOC # 0729758
09/10/2008 03:02 PM Deputy: SG

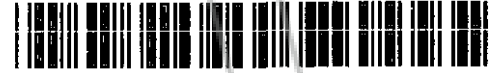
OFFICIAL RECORD
Requested By:
DC/HUMAN RESOURCES

Assessor's Parcel Number: N/A

Date: SEPTEMBER 9, 2008

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 0.00
BK-0908 PG- 1997 RPTT: 0.00



Name: DARCY, HUMAN RESOURCES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.194
(Title of Document)

BOCC

FILED

NO. 2008.194

EMPLOYMENT AGREEMENT

2008 SEP -9 PM 12: 50

THIS AGREEMENT is made and entered into this 4th day of September, 2008, by and between Douglas County, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners, (hereinafter referred to as "EMPLOYER"), and T. Michael Brown, (hereinafter referred to as "EMPLOYEE"), both of whom agree as follows:

TED THUAN
CLERK
[Signature]

WITNESSETH:

WHEREAS, EMPLOYER appointed EMPLOYEE as Interim County Manager on March 21, 2008, pursuant to NRS 244.125 to NRS 244.135 inclusive, and EMPLOYEE has effectively served EMPLOYER until this 4th day of September, 2008; and

WHEREAS, it is the desire of the EMPLOYER to continue employment of the EMPLOYEE as County Manager pursuant to NRS 244.125 to NRS 244.135, inclusive, and subject to the terms of this Agreement; and

WHEREAS, it is the desire of the EMPLOYER to secure and retain the services of EMPLOYEE, to provide inducement for him to remain in such employment, and to provide a just means for terminating EMPLOYEE'S services; and

WHEREAS, it is the desire of the EMPLOYER to provide certain benefits, establish certain conditions of employment and set working conditions of the EMPLOYEE; and

WHEREAS, EMPLOYER and EMPLOYEE agree to rescind the Employment Agreement entered into on March 6, 2008 where EMPLOYEE was appointed as the Interim County Manager; and

WHEREAS, EMPLOYEE desires to accept and continue employment as County Manager as set forth herein;

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

Section 1. Duties

EMPLOYER hereby agrees to employ EMPLOYEE as County Manager to perform the functions and duties of County Manager of Douglas County as set forth by law, as specified in County Manager Job Description, and to perform other legally permissible and proper duties and functions as the EMPLOYER shall from time to time assign.



Section 2. Term

A. The term of this Agreement is for two years effective September 4, 2008 to September 4, 2010, subject to the EMPLOYEE'S willingness and ability to perform the required duties of County Manager.

B. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER during the terms of this Agreement and neither accept other employment nor become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing, or consulting or performed on EMPLOYEE'S time off. Should EMPLOYEE desire to engage in such occasional activities, he shall notify the EMPLOYER and request approval, which approval shall not be unreasonably refused.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate services of EMPLOYEE at any time, subject only to the provision set forth in Section 4, paragraphs A and B, of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with EMPLOYER, subject only to the provision set forth in Section 4, paragraphs C and D, of this Agreement.

E. In the event written notice is not given by either party to this Agreement to the other 120 days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one year. Said Agreement shall continue in thereafter in one year periods unless either party hereto gives 120 days written notice to the other party that the party does not wish to extend this Agreement for an additional one year term. The decision by EMPLOYER not to extend Agreement shall require an affirmative vote of a majority of the members of the entire Board of County Commissioners.

Section 3. Suspension

EMPLOYER may suspend the EMPLOYEE with full pay and benefits at any time during the terms of this Agreement pending further proceedings pursuant to disciplinary action.

Section 4. Termination and Severance Pay

A. At any time during the term of this Agreement, either EMPLOYER or EMPLOYEE may terminate the Agreement by providing sixty (60) days written notice to the other party. Notice shall be in accordance with Section 5 below.

B. Unless terminated for cause as described in paragraph D below, if EMPLOYEE is terminated by the EMPLOYER before expiration of the aforesaid term of employment, after EMPLOYER has given notice in accordance with paragraph A above, and during such time the EMPLOYEE is willing and able to perform his duties under this



Agreement, EMPLOYER agrees to pay EMPLOYEE a lump sum cash severance payment equal to six (6) months aggregate salary of the then current annual base salary of EMPLOYEE. Severance pay shall be in addition to any other payments for unused annual leave or other benefits that may be payable to other unclassified management employees of Douglas County with service credit equal to that of EMPLOYEE. The EMPLOYEE and his family shall also remain in the group health plan of Douglas County and continue receiving life insurance benefits provided to the EMPLOYEE prior to separation during the severance period. EMPLOYEE'S rights of Consolidated Omnibus Budget Reconciliation Act (COBRA) shall commence at the end of the six (6) month severance period.

C. In the event EMPLOYEE voluntarily resigns his position with EMPLOYER before the expiration date of the aforesaid term of his employment, then EMPLOYEE shall give EMPLOYER notice in accordance with paragraph A above, unless the parties otherwise agree. EMPLOYEE shall receive his then current salary during the sixty (60) day notice period and EMPLOYER is not obligated to pay severance pay to EMPLOYEE.

D. For purposes of this Agreement, cause is defined as conduct which constitutes a crime (except for a misdemeanor traffic citation), or conduct which constitutes a knowing violation of a law or policy governing the conduct of public officers. In such event, EMPLOYER shall give written notice of its desire to terminate EMPLOYEE for cause and the effective date of the termination shall be fifteen (15) days after notice is given in accordance with Section 5 below. If EMPLOYEE is terminated for cause, EMPLOYEE shall not be entitled to severance pay.

Section 5. Notices

When required by this Agreement, notice shall be in writing and shall be by personal service on the Chair of the Board of County Commissioners, or by leaving a copy in the office of the Chair, or to the EMPLOYEE by personal service on EMPLOYEE, or sent regular mail. Notice of personal service shall be deemed received on the date of delivery; notice by mail shall be deemed received three days after mailing.

Section 6. Disability

If EMPLOYEE is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, as determined by a qualified health care professional, for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, EMPLOYER shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, paragraph B. However, EMPLOYEE shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

Section 7. Salary

A. EMPLOYER agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of \$125,000 annually for the applicable period plus any adjustments provide in paragraph B below. The annual base salary is payable in installments in the same manner as other employees of the EMPLOYER. At or near the one-year anniversary of this Agreement, the EMPLOYER may make such adjustment to this salary as agreed with EMPLOYEE.

B. The annual salary of the EMPLOYEE shall be adjusted consistent with the salary adjustment(s) provided to all other unclassified management employees of Douglas County.

C. In addition to the salary set forth above, EMPLOYER may pay EMPLOYEE a bonus, or pay for performance, of up to 5%, payable in a lump sum, minus required withholdings, based upon EMPLOYEE'S specific job performance in meeting mutually agreed upon priorities and expectations for the previous year as shown in Section 8 below. Any bonus shall not become part of the EMPLOYEE'S base salary and shall not be included in determining PERS contributions.

Section 8. Performance Evaluation

A. The EMPLOYER, with input from the EMPLOYEE, agrees to adopt priorities and expectations for EMPLOYEE in each year of this Agreement beginning within two (2) months from the start of this Agreement in accordance with Section 13 (a) of this Agreement. The EMPLOYER'S adoption of priorities and expectations for the EMPLOYEE for future years shall coincide with EMPLOYEE'S annual evaluation as provided in paragraph B below. The priorities and expectations may be added to or deleted as the EMPLOYER may from time to time determine, in consultation with EMPLOYEE.

B. Each year prior to or as near as possible to the anniversary date of EMPLOYEE'S appointment as County Manager, EMPLOYER will review and evaluate EMPLOYEE'S performance in accordance with the provisions of the State of Nevada's Open Meeting Law. EMPLOYEE must contact the Chair of the Board of County Commissioners at least thirty (30) days prior to his anniversary date in order to schedule EMPLOYEE'S annual evaluation. The evaluation shall be based on the priorities and expectations developed as provided in Paragraph A above. The evaluation process will be jointly development and mutually agreed upon by EMPLOYER and EMPLOYEE.

Section 9. Benefits

EMPLOYEE shall be entitled to all benefits provided for unclassified management employees.

Section 10. Retirement

EMPLOYER agrees to pay all contributions to the Nevada Public Employees Retirement System (PERS) on behalf of the EMPLOYEE, except as otherwise provided herein.

Section 11. Dues and Subscriptions

EMPLOYER agrees to budget and pay for the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the EMPLOYER.

Section 12. Professional Development

A. EMPLOYER agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue official and other functions of the EMPLOYER, including, but not limited to, the annual conference of the International City/County Management Association, the annual conference of National Association of Counties, and such other national, regional, state and local government groups and committees thereof which EMPLOYEE serves as a member, not to exceed the amount budgeted each year in the appropriate County Manager accounts.

B. EMPLOYER also agrees to budget and pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for his professional development and for the good of the EMPLOYER.

Section 13. Other

EMPLOYER agrees that annually, the EMPLOYER will schedule and participate in the following:

- (a) A team building workshop for the Board of County Commissioners;
- (b) A goals setting session to develop strategic objectives for the County; and
- (c) A session to develop specific criteria for priorities and expectations to serve as the basis for the EMPLOYEE'S annual evaluation as set forth in Section 8 of this Agreement. This session will be held within two (2) months of the date of the EMPLOYEE'S annual evaluation.

Section 14. General Provisions

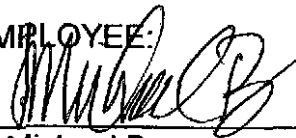
A. The text herein, and any addendum, constitutes the entire Agreement between the parties.



B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

C. This Agreement shall become effective commencing September 4, 2008.

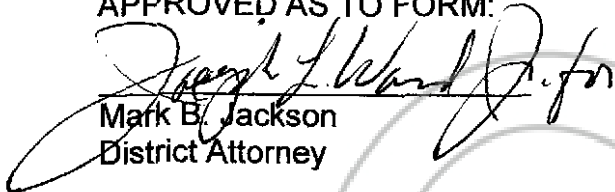
IN WITNESS THEREOF, the Board of County Commissioners has caused this Agreement to be signed and executed on its behalf by its Chair, and duly attested by the Clerk, and the EMPLOYEE has signed and executed this Agreement, all on the day and year first written above.

EMPLOYEE:


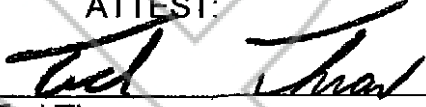
T. Michael Brown

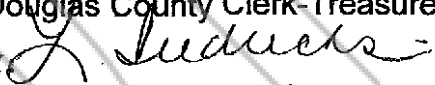
EMPLOYER:


Kelly D. Kite, Chairman
Douglas County Board of Commissioners

APPROVED AS TO FORM:


Mark B. Jackson
District Attorney

ATTEST:


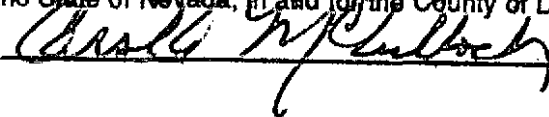
Ted Thran
Douglas County Clerk-Treasurer
BY: 

Clerk to the Board

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: Sept 9 2008

T. Thran, Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: 

Deputy