

Assessor's Parcel Number: N/A

Date: NOVEMBER 12, 2009

Recording Requested By: \_\_\_\_\_

Name: CAROL, CLERK'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 7 Fee: 0.00  
BK-1109 PG- 2888 RPIT: 0.00



CONTRACT AMENDMENT #2009.300

(Title of Document)

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BK- 1109  
PG- 2889

FILED

NO. 2009.300

**AMENDED  
EMPLOYMENT CONTRACT  
BETWEEN  
DOUGLAS COUNTY, NEVADA  
AND  
T. MICHAEL BROWN**

2009 NOV 12 PM 12:15

TED THIRAN  
CLERK

*[Signature]*

WHEREAS, Douglas County (hereinafter COUNTY) is a political subdivision of the State of Nevada and may, pursuant to NRS 244.125, appoint a county manager and fix the compensation for such county manager; and

WHEREAS, COUNTY appointed T. Michael Brown (hereinafter EMPLOYEE) as Interim County Manager on March 21, 2008, and made the appointment permanent on September 4, 2008; and

WHEREAS, EMPLOYEE continues to effectively serve COUNTY and has demonstrated his leadership skills and desires to continue his employment as County Manager; and

WHEREAS, it is the desire of COUNTY to retain the services of EMPLOYEE as County Manager, and to provide proper and legal inducement for him to remain in such employment, and to provide if necessary, a just means in accord with NRS 244.125(2), for terminating EMPLOYEE'S services; and

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

**1. DUTIES.**

COUNTY 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 and as specified in County Manager Job Description, and to perform other legally permissible and proper duties and functions as COUNTY shall assign.

**2. TERM.**

The term of this Contract is for three years, effective October 1, 2009 to September 30, 2012. This Employment Contract suceedes and replaces all previous employment contracts or agreements with EMPLOYEE. This Contract may be extended for successive two year periods upon mutual agreement of both parties as provided for in Section 11(B), provided that neither party provides notice to the other party that they do not wish to extend this Contract. Said notice of intent to let this Employment Contract expire, shall be given not less than 120 days prior to the date of expiration of this Contract. The decision by COUNTY not to extend Contract shall require an affirmative vote of a majority of the members of the entire Board of County Commissioners at a regular or special meeting.

**3. CONDITIONS OF EMPLOYMENT.**

**A.** EMPLOYEE agrees to remain in the exclusive employ of COUNTY during the term of this Contract and not accept other employment by any other entity until said termination date, unless said termination date is effected as hereinafter provided.

**B.** The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on EMPLOYEE time off. Should EMPLOYEE desire to engage in such occasional activities, he shall notify County and request approval at least five working days prior to the event. Approval by County shall not be unreasonably refused.

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

**D.** Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with COUNTY, subject only to the provision set forth in Section 4 (C) of this Contract.

**E.** COUNTY may suspend the EMPLOYEE with full pay and benefits at any time during the term of this Contract pending investigation or other proceedings pursuant to disciplinary action.

**4. TERMINATION AND SEVERANCE PAY.**

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

**B.** Unless terminated for cause as described in paragraph D below, if EMPLOYEE is terminated by County before expiration of this Contract, after COUNTY has given notice in accord with paragraph A above, and during such time EMPLOYEE is willing and able to perform his duties under this Contract, COUNTY 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. EMPLOYEE and his family shall also remain in the group health plan of Douglas County and continue receiving life insurance benefits provided to 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 COUNTY before the expiration date of the aforesaid term of his employment, then EMPLOYEE shall give

COUNTY notice in accordance with paragraph A above, unless the parties agree otherwise. EMPLOYEE shall receive his current salary during the sixty (60) day notice period and COUNTY is not obligated to pay severance pay to EMPLOYEE.

**D.** For purposes of this Contract, 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, COUNTY 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.

**5. NOTICES.**

When required by this Contract, notice shall be in writing and shall be by personal service on the Chair of the Board of County Commissioners, or to the EMPLOYEE by personal service.

**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, COUNTY shall have the option to terminate this Contract, subject to the severance pay requirements of Section 4(B). EMPLOYEE shall also be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits in accord with what other unclassified employees would receive.

**7. COMPENSATION AND BENEFITS.**

**A.** COUNTY agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of \$126,859.20 annually for the applicable period plus any adjustments as provided for in paragraph B below. The annual base salary is payable in installments in the same manner as other unclassified employees of County. At or near the one-year anniversary of this Contract, County 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, COUNTY may pay EMPLOYEE a bonus of up to 5%, payable in a lump sum minus any required withholdings. The bonus shall be 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 given shall not become part of the EMPLOYEE'S base salary and shall not be included in determining PERS contributions.

D. COUNTY agrees to pay all contributions to the Nevada Public Employees Retirement System (PERS) on behalf of EMPLOYEE during his employment with COUNTY, except as otherwise provided herein.

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

F. COUNTY shall provide a vehicle and any related expenses for use by the EMPLOYEE for travel related to his job duties. The vehicle shall be used in accord with COUNTY policies.

**8. PERFORMANCE EVALUATION.**

A. County, with input from the EMPLOYEE, agrees to adopt priorities and expectations for EMPLOYEE in each year of this Contract in accordance with Section 10 of this Contract. COUNTY adoption of priorities and expectations for the EMPLOYEE shall coincide with EMPLOYEE'S annual evaluation as provided in paragraph B below. The priorities and expectations may be added to or deleted as County may 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, COUNTY will review and evaluate EMPLOYEE'S performance in accord with the provisions of Chapter 241 of the Nevada Revised Statutes. 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 mutually agreed upon by COUNTY and EMPLOYEE.

**9. PROFESSIONAL DEVELOPMENT.**

A. COUNTY agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for travel to meetings and conferences, that will assist EMPLOYEE to continue his professional development and to adequately pursue other functions of County, 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. COUNTY agrees to budget and pay for the travel and subsistence expense of EMPLOYEE for short courses, institutes and seminars that are necessary for his professional development and for the good of County.

C. COUNTY 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 County.

**10. STRATEGIC PLANNING.**

COUNTY agrees that annually, County 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 County; and
- (c) A session to develop specific criteria for priorities and expectations to serve as the basis for EMPLOYEE'S annual evaluation as set forth in Section 8 of this Contract. This session will be held within two (2) months of the date of EMPLOYEE'S annual evaluation.

**11. General Provisions.**

A. This Employment Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

B. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by both parties.

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

D. This Contract shall become effective October 1, 2009.

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**IN WITNESS THEREOF**, the Board of County Commissioners has caused this Employment Contract for T. Michael Brown to be signed and executed.

EMPLOYEE:

*T. Michael Brown*  
T. Michael Brown

COUNTY:

*Nancy McDermid*  
Nancy McDermid, Chair  
Douglas County Board of Commissioners

APPROVED AS TO FORM:

*Joseph L. Ward*  
District Attorney

ATTEST:

*Ted Thran*  
Ted Thran  
Douglas County Clerk

BY: *Laurne Sudecks*  
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: *Nov 12 2009*  
*Carol M. Mulloch* Clerk of the *9th* Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By *Carol M. Mulloch* Deputy