

**EMPLOYMENT AGREEMENT BETWEEN THE LYON COUNTY
BOARD OF COMMISSIONERS AND JEFFREY A. PAGE**

WHEREAS, Lyon County is a political subdivision of the State of Nevada that may, pursuant to NRS 244.125(1), appoint a County Manager and fix the compensation for the County Manager; and

WHEREAS, Jeffrey A. Page (hereinafter, “Employee”) currently serves as the Lyon County Manager and holds that office at the pleasure of the Lyon County Board of Commissioners (hereinafter, “Board”) pursuant to NRS 244.125(2) and Title 1, Chapter 7 of Lyon County Code; and

WHEREAS, the Board and Employee would like for Employee to continue serving as the County Manager subject to the terms and conditions established in this employment agreement (“Agreement”);

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall be two (2) years, commencing October 21, 2020. This Agreement may thereafter be extended by written agreement of the parties.
2. Early Termination. Either party may terminate this Agreement early, with or without cause. For the purpose of this Section, “cause” means grounds for disciplinary action under Lyon County’s personnel policies that is supported by a preponderance of the credible evidence and that reasonably justifies removal of the Lyon County Manager from office.
 - a. Termination without Cause. In the event the Board terminates this Agreement without cause, Employee shall, by way of severance compensation, receive ninety (90) days’ full pay during which Lyon County shall continue all health benefits contributions and PERS contributions on Employee’s behalf.
 - b. Termination for Cause. In the event the Board terminates this Agreement for cause, Employee shall not receive any severance compensation.
 - c. Termination by Employee. In the event Employee terminates this Agreement by resigning, retiring, or by any other means, Employee

shall not receive any severance compensation. Employee agrees to provide at least ninety (90) days' notice of early termination if practicable.

3. Duties. Employee's responsibilities are set forth under Title 1, Chapter 7 of Lyon County Code. Examples of Employee's duties are set forth in the County Manager job description. Additional duties may be assigned at the discretion of the Board provided they are consistent with applicable law and Lyon County Code.
4. Salary. Effective October 21, 2020, Employee's base salary shall be \$153,653.10. In each subsequent year, Employee shall be eligible for a base salary increase and/or a merit increase under the terms of the Management Pay Plan, provided that such increases are budgeted for that year. Employee is "exempt" under the Fair Labor Standards Act.
5. Benefits. Employee shall be eligible for participation in Lyon County's health benefits plans on the same terms as all other Lyon County employees. Employee shall accrue and may use sick and vacation leave in accordance with Lyon County's Personnel Policies. Employee shall be eligible for participation in the Nevada Public Employees' Retirement System (PERS) in accordance with NRS 286 and the Official Policies promulgated by PERS. Lyon County shall continue to make all PERS contributions on Employee's behalf.
6. Travel and Professional Development. Lyon County shall pay Employee's work-related travel expenses in accordance with its Personnel Policies. Lyon County shall also pay all reasonable professional development expenses. This includes without limitation attendance at conferences, seminars, and continuing education opportunities. All of Employee's professional development expenses shall be approved in advance by the Board Chairperson.
7. Performance Evaluation. At least once per year, the Board shall formally assess Employee's job performance in a written performance evaluation. This evaluation shall occur at an open public meeting. Where practicable, the meeting shall be scheduled within the thirty (30) days preceding October 21st. Nothing in this paragraph shall be construed to preclude the Board from

conducting additional performance management as appropriate throughout the year.

8. Notices. Written notices pursuant to this Agreement shall be delivered via personal service, certified mail, or electronic mail to a Lyon County e-mail address.

9. General Terms. This Agreement shall be construed and interpreted according to the laws of the State of Nevada; provided, however, that there shall be no presumption for or against the drafter. Any dispute arising from this Agreement shall be resolved by a Court of competent jurisdiction within the State of Nevada or, if the parties agree, by an arbitrator. In the event of a dispute arising from this Agreement, each party agrees to pay its or his own legal fees and costs. In the event any term or provision in this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall be severed and shall remain in full force and effect. This Agreement shall supersede any and all prior employment agreements between the parties and may only be modified or amended by way of a writing signed by both parties.

Vida D. Keller
Chairperson
Lyon County Board of Commissioners

Date

Jeffrey A. Page
Lyon County Manager

Date