

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of December, 2016, by and between Washoe County, hereinafter referred to as "Employer" and John Slaughter, hereinafter referred to as "Employee." Employer and Employee understand and agree as follows:

WITNESSETH :

WHEREAS, Employee is County Manager of Washoe County and a written Employment Agreement between the parties was approved by the Board of County Commissioners on October 28, 2014 for a period of 4 years; and

WHEREAS, at a meeting on December 8, 2015 the Board of County Commissioners directed that an amendment be made to the written Employment Agreement to change the severance pay benefit in Section 2C from 3 months to 6 months, but no amendment to that effect was written or signed by the parties;

WHEREAS, it is the desire of the Employer and Employee to ratify the amendment to the Employment Agreement that was directed to be made on December 8, 2015 as set forth herein; and

WHEREAS, at a meeting on December 13, 2016 the Board of County Commissioners directed that an amendment be made to the written Employment Agreement to: change the end of term of the agreement to January 4, 2021; align the cost of living increases with current practice for other unclassified employees; increase the dues and subscription allowance and professional development allowance; permit the use of a county procurement card for non-personal, job-related expenses; and to approve a 5% merit increase and a 10% bonus.

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

1. That Section 2, Paragraph A shall be amended to change the expiration date of the contract to January 4, 2021 and to provide entirely as follows:
 - A. The term of this Agreement begins October 28, 2014 and by action of the Board of County Commissioners on December 13, 2016, shall continue until January 4, 2021. At the end of that term, this Agreement may be renewed for successive periods, as deemed appropriate by the Employer, unless it is terminated sooner in accordance with its terms. Renewal of this Agreement will occur by the Employer, acting through the Board of County Commissioners, taking action to ratify this Agreement and/or approving an addendum which sets forth for the renewal period: the base salary, any bonus or other monetary benefits, any other changes to the terms hereof and a commencement date.

2. That Section 2, Paragraph C shall be amended to change the severance pay benefit from 3 months to 6 months and to provide entirely as follows:

- C. Unless terminated for cause as described in Paragraph E below, if Employer terminates the Agreement by giving thirty (30) days' notice, Employer agrees to pay Employee severance pay equal to six months of the then current annual base salary of Employee. Severance pay shall be calculated from the end of the thirty (30) day notice period. 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 the County with service credit equal to that of Employee. The six months' severance pay shall not include additional accrual of annual or sick leave benefits or incentive pay for the six months but Employer will make a PERS contribution for the six months' severance pay.

3. That Section 4, Paragraph A shall be amended to change the annual base salary, the cost of living provision, and to set a bonus to provide entirely as follows:

- A. Employer agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of \$234,539.55 for the applicable period, with an effective date of December 13, 2016. The annual base salary is payable in installments in the same manner as other employees of the Employer.
- B. At the time of the annual evaluation provided for at Section 9 below, Employee's annual salary may be adjusted by a vote of the Board as follows:
 - a. Employee will receive any cost-of-living adjustment provided at the same time as all other unclassified management employees of the County,
 - b. The Board may adjust the annual salary of the Employee by increasing the base salary; and/or,
 - c. The Board of County Commissioners may also provide to Employee a bonus, or pay for performance, payable in lump sum, minus required withholdings. The amount awarded as a bonus, or pay for performance shall not be considered as part of Employee's base salary and shall not be included in determining PERS contributions. No cost-of-living adjustments will be calculated or added to the amount and payment does not obligate Employer to make a similar bonus or pay for performance available during subsequent years of this Agreement or successor agreements. The bonus awarded December 13, 2016 is 10% of the base salary.
- C. Employee will receive longevity as provided to other unclassified management employees at the rate of \$100 per year of service up to a maximum annual payment of \$3,000 for 30 years or more of service.

4. That Section 6, Paragraph C shall be amended to provide that the Dues and Subscriptions provision shall not exceed \$2,500 unless reviewed and approved by the

chair and vice-chair of the Board of County Commissioners and to provide entirely as follows:

C. Dues & Subscriptions: Employer agrees to budget and to pay for the reasonable 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 Employer. This amount shall not exceed \$2,500.00 per year unless reviewed and approved by the Commission chair and vice-chair.

5. That Section 6 is amended to add a new paragraph (G) to provide entirely as follows:

G. County agrees to provide employee with a County procurement card for expenses which are non-personal and are job-related for employee in the normal course of his duties, including but not limited to travel expenses, attendance at community events and other functions where Employee is representing the County and meals where County business is being discussed or conducted.

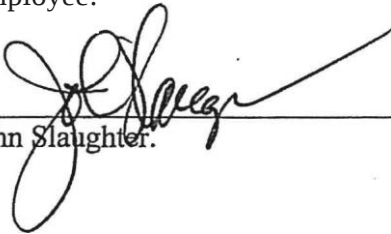
6. That Section 8 shall be amended to provide the Professional Development allowance shall not exceed \$4,000 without the review and approval of the chair and vice-chair of the Board of County Commissioners, to exclude normal travel and subsistence expenses and to provide entirely as follows:

To the extent allowed by law and as may be consistent with Washoe County's travel ordinance, Employer hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of Employee for short courses, institutes, seminars, and conferences, adequate to continue the professional development of Employee. This amount shall not exceed \$4,000.00 per year unless reviewed and approved by the Commission chair and vice-chair. This amount shall not include any travel and subsistence expenses incurred in the normal course of duties as a representative of Washoe County.

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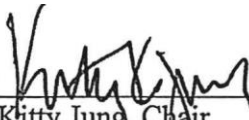
IN WITNESS WHEREOF, the Board of County Commissioners has caused this Agreement to be signed and executed on behalf of its Chair, and duly attested by the Clerk, and the Employee has signed and executed this Agreement, all on the day and year first above written.

Employee:



John Slaughter.

Employer:

By 

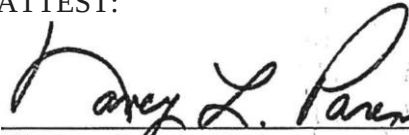
Kitty Jung, Chair
Washoe County Commission

APPROVED AS TO FORM:



Assistant District Attorney

ATTEST:



Washoe County Clerk