

MEMORANDUM

TO: Board of Trustees

FROM: Erin Feore
Director of Human Resources

Josh Nelson
District General Counsel

SUBJECT: First Amendment to General Manager's Employment Agreement –
Provide for review, discussion and possible adoption

DATE: October 5, 2021

Attached is the First Amendment to the General Manager's Employment Agreement which was discussed at the September 30, 2021 Board of Trustees meeting. District General Counsel Josh Nelson has prepared this amendment to implement the changes that the Board of Trustees discussed and reached consensus upon at its prior meeting. As a reminder, these are:

- 3% merit salary increase based on the prior Base Salary. With the annual cost of living adjustment, the new total salary effective July 1, 2021 will be \$206,700.
- Adding the potential for a one-year extension of the Agreement until June 30, 2024. To ensure strict compliance with NRS 354.626, these extensions are structured as a series of two-year agreements that take effect July 1st of each year unless either party provides notice. In the event a party provides notice, the contract would expire at the end of the then effective two-year term.
- Adding the option for the General Manager to receive a District-provided phone instead of a \$50 per month phone allowance. This election would be made by the General Manager.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FIRST AMENDMENT
TO EMPLOYMENT AGREEMENT
GENERAL MANAGER

This First Amendment to Employment Agreement ("Amendment") is made and entered into this 13th day of October, 2021, by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("IVGID") and INDRA WINQUEST ("General Manager").

WHEREAS, IVGID and General Manager previously entered that certain Employment Agreement, dated July 1, 2020 ("Agreement"); and

WHEREAS, IVGID and General Manager wish to amend the Amendment as set forth in this Amendment and as permitted in Section 13.6 of the Agreement;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IVGID and General Manager agree to amend the Agreement as follows:

1. Salary Adjustment. Pursuant to Section 3.3 of the Agreement, the Board of Directors hereby provides an adjustment in the Base Salary based on the General Manager's Fiscal Year 2020-2021 performance evaluation of three percent effective July 1, 2021. Moreover, General Manager previously received a cost of living adjustment in his salary under Section 3.2. As such, General Manager's salary effective July 1, 2021 shall be Two Hundred Six Thousand Seven Hundred Dollars (\$206,700). This salary may be furthered adjusted as provided in Section 3 of the Agreement.

2. Amendment. Section 2.1 of the Agreement is amended in read in full as follows:

"2.1 General Manager shall serve as the IVGID Manager effective July 1, 2020 ("the Effective Date"). This Agreement shall thereafter continue in full force and effect for a two (2) year term or until such time as either party terminates this Agreement pursuant to the provisions hereof. The two year (2) term shall automatically be extended by an additional year effective July 1, 2021 and July 1, 2022 unless either party has provided written notice of its decision to decline the extension prior to such extension date. General Manager's employment as IVGID General Manager shall be at will. This means that General Manager may be terminated from his employment with IVGID at any time, without cause, and without notice, subject to the provisions hereof."

3. Amendment. Section 4.4 of the Agreement is amended in read in full as follows:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FIRST AMENDMENT
TO EMPLOYMENT AGREEMENT
GENERAL MANAGER

“4.4 General Manager shall receive either a District-issued phone or a phone/technology allowance of Fifty Dollars (\$50.00) per month and that this determination can be made by the General Manager at a time determined by the General Manager. No pro-rated allowance will be issued therefore the General Manager shall the determination by or before the end of any month.”

4. Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

The parties have duly executed this First Amendment as of the date first written above.

GENERAL MANAGER

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

Indra Winqest

Tim Callicrate, Board Chairman

ATTEST:

Sara Schmitz, Board Secretary