

AMENDMENT #1 TO EMPLOYMENT AGREEMENT

WHEREAS, the Board of County Commissioners of Saline County, Kansas, and Phillip D. Smith-Hanes entered into an Employment Agreement on October 15, 2019, and

WHEREAS, the Board of County Commissioners has elected to renew that agreement for the period January 1, 2022, through December 31, 2022, pursuant to Section 1A of said Employment Agreement, and

WHEREAS, the Parties desire to clarify and add flexibility to the provisions of said Employment Agreement with regard to compensation,

NOW, THEREFORE, the Parties mutually agree to the following amendment, to be effective January 1, 2022.

1. Section 5A of the Employment Agreement is hereby amended to read:

A. Salary

EMPLOYEE's Base Salary as of January 1, 2022, shall be \$130,980 per annum. If EMPLOYER elects to exercise the renewal of this Agreement pursuant to Section 1 above, the Board of County Commissioners shall establish a new Base Salary for such renewal term. In no case shall the Base Salary for any renewal term be less than the total of any pay adjustment provided to EMPLOYER's Appointed Department Heads for the renewal term plus an additional one percent of then-current Base Salary.

2. Section 5C of the Employment Agreement is hereby amended to read:

C. Leave

EMPLOYEE will be entitled to leave according to applicable provisions of Section 30.07 through 30.12, inclusive, and Section 40.06 through 40.10, inclusive, of the Saline County Personnel Policy, or any successor provisions thereto, subject to the termination provisions set forth in Section 6 below. In addition, effective January 1, 2022, EMPLOYEE's Vacation Leave bank shall be increased by 40 hours. He shall inform the Chair of the Board of County Commissioners in advance of any scheduled leave in excess of one business day. The Board of County Commissioners retain the right to increase EMPLOYEE's vacation leave as a part of the annual renewal of EMPLOYEE'S contract as set forth herein.

3. In all other respects, the Employment Agreement entered into on October 15, 2019, shall continue unmodified.

IN WITNESS WHEREOF, EMPLOYER has caused this Amendment #1 to Employment Agreement to be signed and executed on its behalf by the Chairperson of its Board of County Commissioners and EMPLOYEE has signed and executed this Amendment, both in duplicate.



Rodger Sparks, Chair, Board of County Commissioners
Employer



Phillip Smith-Hanes
Employee

Signed this 26th day of October, 2021

**AMENDMENT #2 TO EMPLOYMENT
AGREEMENT**

WHEREAS, the Board of County Commissioners of Saline County, Kansas, and Phillip D. Smith-Hanes entered into an Employment Agreement on October 15, 2019, and

WHEREAS, the Board of County Commissioners has elected to renew that agreement for the period January 1, 2023, through December 31, 2023, pursuant to Section 1A of said Employment Agreement, and

WHEREAS, the agreement, as amended by Amendment #1 executed on October 26, 2021, provides for setting a new Base Salary for each renewal term of the agreement, and

WHEREAS, EMPLOYER completed a market-based salary study in 2022 which recommends a 7 percent increase in salary for the position of County Administrator, and

WHEREAS, the Parties are mutually agreeable to this Base Salary for 2023,

NOW, THEREFORE, the Parties mutually agree to the following amendment, to be effective January 1, 2023.

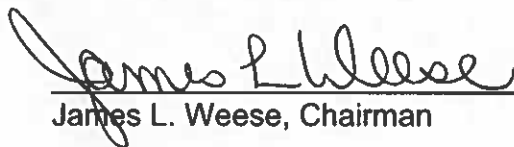
1. Section 5A of the Employment Agreement is hereby amended to read:

A. Salary

EMPLOYEE's Base Salary as of January 1, 2023, shall be \$140,148.60 per annum. If EMPLOYER elects to exercise the renewal of this Agreement pursuant to Section 1 above, the Board of County Commissioners shall establish a new Base Salary for any renewal term.

2. In all other respects, the Employment Agreement entered into on October 15, 2019 and modified by Amendment #1, shall continue unmodified.

IN WITNESS WHEREOF, EMPLOYER has caused this Amendment #2 to Employment Agreement to be signed and executed on its behalf by the Chairperson of its Board of County Commissioners and EMPLOYEE has signed and executed this Amendment, both in duplicate.



James L. Weese, Chairman



Phillip Smith-Hanes

Dated this 4th day of October, 2022.

AMENDMENT #3 TO EMPLOYMENT AGREEMENT

WHEREAS, the Board of County Commissioners of Saline County, Kansas, and Phillip D. Smith-Hanes entered into an Employment Agreement on October 15, 2019, and

WHEREAS, the Board of County Commissioners has elected to renew that agreement for the period January 1, 2024, through December 31, 2024, pursuant to Section 1A of said Employment Agreement, and

WHEREAS, the Parties desire to amend the provisions of said Employment Agreement with regard to compensation,

NOW, THEREFORE, the Parties mutually agree to the following amendment, to be effective January 1, 2024.

1. Section 5A of the Employment Agreement is hereby amended to read:

A. Salary

The Base Salary for the position of County Administrator, as of January 1, 2024, shall be \$161,170.88. EMPLOYEE shall be paid \$150,167.86 through regular bi-weekly payroll and shall receive the balance of compensation as Vacation Leave as provided in Section 5C below. If EMPLOYER elects to exercise the renewal of this Agreement pursuant to Section 1 above, the Board of County Commissioners shall establish a new Base Salary for such renewal term.

2. Section 5C of the Employment Agreement is hereby amended to read:

C. Leave

EMPLOYEE will be entitled to leave according to applicable provisions of Section 30.07 through 30.12, inclusive, and Section 40.06 through 40.10, inclusive, of the Saline County Personnel Policy, or any successor provisions thereto, subject to the termination provisions set forth in Section 6 below. In addition, effective January 1, 2024, EMPLOYEE's Vacation Leave bank shall be increased by 142 hours and he shall be allowed to carry up to 192 hours of Vacation Leave in his bank. He shall inform the Chair of the Board of County Commissioners in advance of any scheduled leave in excess of one business day. The Board of County Commissioners retain the right to increase EMPLOYEE's vacation leave as a part of the annual renewal of EMPLOYEE'S contract as set forth herein.

3. In all other respects, the Employment Agreement entered into on October 15, 2019, as subsequently amended, shall continue unmodified.

IN WITNESS WHEREOF, EMPLOYER has caused this Amendment #3 to Employment Agreement to be signed and executed on its behalf by the Chairperson of its Board of County Commissioners and EMPLOYEE has signed and executed this Amendment, both in duplicate.



Robert Vidricksen II, Chair, Board of County Commissioners
Employer



Phillip Smith-Hanes
Employee