

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** is made and entered into this 1st day of July 2025, by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners (“TMFPD” or “Employer”), and Richard J. Edwards (“Employee” or “Edwards”), both of whom do hereby agree as follows:

**WHEREAS**, Following interviews of several candidates, it is the desire of Employer to employ Edwards as the Fire Chief of the Truckee Meadows Fire Protection District, subject to the terms of this Agreement; and

**WHEREAS**, TMFPD staff and Edwards negotiated certain elements of compensation, benefits, and working conditions of Edwards’s employment; and

**WHEREAS**, it is the desire of TMFPD and Edwards to memorialize the negotiated terms and conditions of Edwards’s employment, in this agreement, and,

**WHEREAS**, it is the desire of Edwards to accept employment as Fire Chief of TMFPD under the terms and conditions set forth in this agreement,

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

### 1. DUTIES OF EMPLOYEE

TMFPD agrees to employ Edwards as Fire Chief for the TMFPD to perform the duties, functions, and responsibilities of Fire Chief as set forth by law, and to perform other legally permissible and proper duties as the Board of Fire Commissioners shall from time to time assign. The effective date of this Agreement shall be July 1, 2025.

### 2. TERM AND TERMINATION

#### A. TERM

The term of this Agreement begins July 1, 2025, and shall continue until June 30, 2026, unless sooner terminated at the will of Employer or Employee under the terms of this Agreement. At the end of that term, this Agreement may be renewed for success 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 TMFPD Board of Fire Commissioners, and approving an addendum to this Agreement which sets forth the renewal period and any other changes to this Agreement.

#### B. TERMINATION BY EMPLOYEE

Employee may terminate this agreement at any time for any reason by giving 30 days advanced notice to Employer. Employee shall not be entitled to severance pay of any kind should Employee terminate the agreement.

#### C. TERMINATION BY EMPLOYER

Edwards is an at-will employee and serves at the pleasure of the TMFPD Board of Fire Commissioners. Employer has the discretion to terminate this Agreement at any time and for any reason, with or without cause, by giving Edwards 30 days advanced notice. Edwards has no right to appeal or challenge Employer's discretionary decision to terminate this at-will employment. The parties agree that the provisions of this Agreement cannot be construed in a way that modifies Employee's at-will status and do not create an implied contract to terminate employee only for cause.

#### D. SEVERANCE PAY

Except as otherwise provided in this paragraph, if Employer terminates Edwards's employment before the end of the employment term, Employer agrees to pay Edwards severance pay equal to three (3) months of his base salary at the time of termination. Employee shall not be entitled to severance pay if he is terminated for an arrest or conviction of a crime other than a misdemeanor traffic citation not involving alcohol or drugs, or if Employee engages in conduct which constitutes a violation of law or policy governing the conduct of public officers. Employee shall not be entitled to severance pay if his employment terminates at the conclusion of the term of this Agreement.

#### E. DUTIES AND RIGHTS UPON TERMINATION

Upon termination of employment, Employee shall immediately (i) cease performing any business of the Employer; (ii) cease representing TMFPD; (iii) leave the premises; and (iv) return all vehicles, equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer.

### 3. **COMPENSATION**

#### A. SALARY

Employee shall be paid an annual gross base salary of \$296,849.28 to perform the duties of Fire Chief for the applicable term, with an effective date of July 1, 2025.

#### B. COST OF LIVING ADJUSTMENTS

Effective July 1 each year during the term of this Agreement, Employee will be eligible for cost of living adjustments in an amount which is equivalent to any cost-of-living adjustment provided to unclassified, non-represented employees of TMFPD.

#### C. MERIT INCREASES AND BONUSES

At the time of Employee's annual evaluation provided for in Section 7 of this Agreement, Employee is eligible for annual salary merit increases or salary adjustments by increasing his base salary. Any merit increases or salary adjustments will be at the sole discretion of the TMFPD Board of Fire Commissioners. Employee is also eligible for annual lump sum bonuses for performance, minus required withholdings. Any performance bonuses will be at the sole discretion of the TMFPD Board of Fire Commissioners. Any amount awarded as a lump sum performance bonus shall not be considered 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 bonus amount and payment of a performance bonus does not

obligate Employer to make a similar bonuses or pay for performance in subsequent years of this Agreement or successor agreements.

**D. OVERTIME PAY AND COMPENSATION TIME**

Employee is an exempt employee under Fair Labor Standards Act; and therefore, shall not be entitled to overtime pay or any form of compensation time.

**E. UNIFORM ALLOWANCE**

Employee shall receive an annual uniform allowance in the amount of \$1,000, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January of each year during the term of this Agreement.

**F. LONGEVITY/CAREER INCENTIVE PAY**

Employee shall receive the same career incentive pay that is provided to unclassified, non-represented employees of TMFPD.

**4. BENEFITS**

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that TMFPD requires an across the board reduction of salaries; (ii) if Employee is incapacitated and cannot perform his duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of Employer.

**5. EXCLUSIVE EMPLOYMENT**

Employee agrees that in the absence of advanced approval from the TMFPD Board of Fire Commissioners, TMFPD shall be his sole employer and that Employee shall not engage in any other employment of any kind, including independent contractor work.

**6. RETIREMENT**

Employer shall pay the Employee's contribution to the Nevada Public Employees Retirement System (PERS) in the same fashion as unclassified, non-represented employees of TMFPD. Payment of the employee's portion of PERS contribution rate increases are made in lieu of equivalent base salary increases or cost of living increases.

Employee understands and agrees that his classification as a "regular" member of the PERS system (and not a member of "police/fire") is determined by PERS alone in accordance with NRS 286.211 and all applicable Nevada Administrative Code provisions, that the District has no ability to alter or duty to challenge any such determination, and Employee agrees to abide by any such determination by PERS.

**7. EVALUATIONS**

**A. PRIORITIES AND EXPECTATIONS**

The TMFPD Board of Fire Commissioners, with Employee's input, agrees to adopt priorities and expectations for Employee and the Board agrees to do so each year so long as this

Agreement is in effect. The Board's adoption of priorities and expectations for Employee shall coincide with Employee's evaluation as provided in Paragraph (7)B below. The priorities and expectations may be added to or deleted as the TMFPD Board of Fire Commissioners may from time to time determine, in consultation with Employee.

**B. ANNUAL REVIEW**

Each year prior to or as near as possible to the anniversary date of this Agreement, the TMFPD Board of Fire Commissioners will review and evaluate Employee's performance in accordance with the provisions of Nevada's Open Meeting Law. Employee shall contact the Chair of the Board at least 30 days in advance of his anniversary date to schedule the evaluation. The evaluation shall be based upon priorities and expectations as developed as provided in Paragraph 7(A). The evaluation process will be jointly developed and mutually agreed upon by Employer and Employee.

**8. VEHICLE AND USE**

Employee will be issued a TMFPD vehicle and Employee may use the vehicle in accordance with TMFPD policy.

**9. NOTICES**

When required by the Agreement, notice by Employee shall be in writing and shall be by personal service on the Chair of the TMFPD Board of Fire Commissioners, or sent by regular mail to the Chair, in which case notice shall be deemed effective on the date of mailing.

When required by the Agreement, notice by Employer shall be in writing and shall be by personal service on Employee, or sent by regular mail to Employee, in which case notice shall be deemed effective on the date of mailing.

**10. HEALTH INSURANCE**

Employer shall pay 100% of Employee premium and, should Employee elect dependent coverage, Employer shall pay 50% of the premium for such coverage.

For retirement health insurance benefits, the employee shall receive the same retiree health insurance benefit that is provided to unclassified, non-represented employees of TMFPD.

**11. LIFE INSURANCE**

Employer will purchase \$25,000 of life insurance for Employee.

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**12. LEAVE**

**A. SICK LEAVE**

Employee shall be entitled to the same sick leave that is provided to unclassified, non-represented employees of TMFPD.

**B. VACATION LEAVE**

Eligibility for paid vacation begins (6) months from date of employment with TMFPD. Employee shall be entitled to the same amount of vacation leave that is provided to unclassified, non-represented employees of TMFPD.

Employee can carry over a maximum of 240 hours of vacation leave at the end of the calendar year. Employee will receive the same vacation payout as unclassified, non-represented employees of TMFPD.

#### C. PERSONAL LEAVE

Employee will receive sixty (60) hours of personal leave credited January 1, 2026. The personal leave must be used by the end of the last full pay period in the calendar year in which it is credited and if not used, will be forfeited. Employee will not be entitled to cash payment or any other form of compensation for any unused personal leave. This is a one-time credit, and Employer is not obligated to provide any personal leave in subsequent years.

#### D. HOLIDAY PAY

Employee shall be entitled to the same paid holidays provided to the unclassified, non-represented employees of TMFPD.

#### E. COMPENSATION FOR UNUSED VACATION LEAVE AND SICK LEAVE

a. Employee shall be compensated at his hourly base rate of pay for all accumulated and unused vacation upon the termination of his employment. Upon death, retirement, or permanent disability of an employee, or upon termination of the Employee, he shall be paid for accumulated and unused vacation leave and sick leave in the same manner as unclassified, non-represented employees of TMFPD.

b. If the Employee dies while owed compensation by the District, the Employer agrees that such compensation, to include wages, payment for accrued vacation leave, and payment for sick leave, shall be distributed in an expedient manner pursuant to NRS 281.155

### **13. PROFESSIONAL DEVELOPMENT**

To the extent allowed by law, and as may be consistent with the Employer's budget and travel ordinance, Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue official and other functions of Employer, in an amount to be determined solely by TMFPD.

To the extent allowed by law, and as may be consistent with the Employer's budget and travel ordinance, Employer, also agrees to budget and to pay for the travel and subsistence expenses of employee for short course, institutes, and seminars for his professional development and for the good of the Employer, in an amount to be determined solely by TMFPD. The Employer agrees to pay for reasonably necessary required emergency medical

technician or paramedic celiification expenses. All reasonably required safety equipment shall be provided at the expense

#### **14. LABOR RELATIONS**

Employee shall not have the ability to enter into "side agreements" with any of the Labor Associations recognized by the TMFPD.

#### **15. MOVING ALLOWANCE**

Employer agrees to pay Employee a moving allowance in the amount of \$5,000.00 to help facilitate the Employee relocating his residence to Washoe County.

#### **16. WAIVER**

Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement

#### **17. APPLICABLE LAW AND EXCLUSIVE FORUM**

The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada (substantive or procedural) without resort to conflict of laws principles. The parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

#### **18. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

#### **19. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the Parties hereto.

#### **20. AMENDMENT**

This Agreement may only be modified in writing signed by both parties, and executed with the same formalities as this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Richard J. Edwards this 3<sup>rd</sup> day of June 2025.

**EMPLOYEE**

*Richard J. Edwards*

Richard J. Edwards

*5/17/25*

Date

**BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

*Alexis Hill*

Alexis Hill, Chair

*June 3, 2025*

Date

**APPROVED AS TO FORM**

**ATTEST**

*Michael A. Large*  
Michael A. Large, Deputy District Attorney

*Catherine Smith*, Chief Deputy  
*for* Jan Galassini, Washoe County Clerk

