

**First Amendment to the Employment Agreement
between
Truckee Meadows Fire Protection District Board of Fire Commissioners
and
Richard J. Edwards**

This **First Amendment to Employment Agreement** ("First Amendment") is made and entered into this 2nd day of June, 2026, by and between the **Truckee Meadows Fire Protection District Board of Fire Commissioners** ("Employer" or "TMFPD") and **Richard J. Edwards** ("Employee" or "Edwards") (collectively referred to as "parties").

WHEREAS, Employee is the Fire Chief for the Truckee Meadows Fire Protection District, and a written Employment Agreement dated July 1, 2025, which terminates on June 30, 2026, was entered into between the parties and was approved by Employer on June 3, 2025.

WHEREAS, Employer and Employee desire to extend the term of the Employment Agreement and amend other covenants, conditions and Employee benefits as set forth herein.

NOW THEREFORE, with full incorporation of the recitals set forth above, it is agreed between the parties to amend the EMPLOYMENT AGREEMENT as follows:

1. Section 1 of the Employment Agreement is hereby replaced in its entirety with the following amended language, to read 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.

2. Sections 2(A) and 2(D) of the Employment Agreement are hereby replaced in their entirety with the following amended language, to read as follows:

2. TERM AND TERMINATION

A. TERM

The term of this Agreement begins July 1, 2026, and shall continue until 11:59 p.m. on June 30, 2031, unless sooner terminated at the will of the Employer or Employee under the terms of this Agreement. At the end of the term, this Agreement may be renewed for successive periods, as deemed appropriate by Employer, unless it is sooner terminated in accordance with its terms and conditions. Renewal of this Agreement will occur by Employer acting through the TMFPD Board of Fire Commissioners, through approval of an amendment to this Agreement which sets forth the renewal period and any other modifications to this Agreement.

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 six (6) 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.

3. Section 3(C) of the Employment Agreement is hereby replaced in its entirety with the following amended language, to read as follows:

3. COMPENSATION

C. MERIT INCREASES AND BONUSES

At the time of the Employee's annual evaluation provided for in Section 7 of this Agreement, Employee is eligible for an annual salary merit increase or salary adjustment 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 an annual lump sum bonus 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 obligate Employer to make a similar bonus or pay for performance in subsequent years of this Agreement or successor agreements. Notwithstanding any other provision of this Agreement, merit increases, salary adjustments, and performance bonuses shall be suspended and shall not be awarded until such time as the District's adopted annual budget, General Fund, reflects a projected ending fund balance of at least **seventeen percent (17%)**. Once the projected fund balance in the District's General Fund reaches seventeen percent (17%) or greater, the Board of Fire Commissioners may reinstate Employees' eligibility for merit increases, salary adjustments and/or performance bonuses at its sole discretion.

4. Section 12(B) of the Employment Agreement is hereby replaced in its entirety with the following amended language, to read as follows:

12. LEAVE

B. VACATION LEAVE

Employee shall accrue vacation leave at a rate of 6.43 hours per biweekly pay period beginning in pay period 16 in calendar year 2026. Effective January 1, 2027, and through the remainder of the term of this Agreement, Employee shall accrue vacation leave at a rate of 8.21 hours per biweekly pay period. 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 at termination as 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.

5. Section 13 of the Employment Agreement is hereby replaced in its entirety with the following amended language, to read as follows:

13. PROFESSIONAL DEVELOPMENT

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 to adequately pursue official and other functions of Employer 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 certification expenses. All reasonably required safety equipment shall be provided at the expense of TMFPD.

6. Section 21 is hereby added to the Employment Agreement, to read as follows:

21. SUCCESSOR/CONSOLIDATION

In the event the Truckee Meadows Fire Protection District consolidates, merges, reorganizes, or otherwise combines with another agency, governmental entity, or fire protection agency during the term of this Agreement, this Agreement shall continue in full force and effect. Employee shall remain employed by the successor or consolidated agency for the remainder of the term of this Agreement, unless his employment is sooner terminated in accordance with Section 2 of this Agreement.

The successor or consolidated agency shall assume all obligations of Employer under this Agreement, including but not limited to provisions related to compensation, benefits, severance, and all other terms and conditions of employment contained herein.

7. Effect of Amendment

Except as expressly modified herein, all other terms and conditions of the Employment Agreement dated July 1, 2025, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Richard J. Edwards this 2nd day of June, 2026.

EMPLOYEE

Richard J. Edwards

Date

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

Clara Andriola, Chair

Date

ATTEST

Jan Galassini, Washoe County Clerk