

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT
BETWEEN THE
TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY
AND E. GEORGE ROBISON

THIS AGREEMENT is by and among:

Authority Truckee River Flood Management Authority
 9390 Gateway Drive, Suite 230
 Reno, Nevada 89521

Employee E. George Robison, P.E.

County Washoe County, a political subdivision of the State of Nevada
 1001 E. Ninth Street
 Reno, Nevada 89520

WHEREAS:

A. Authority is a body corporate and politic and a public agency created by an Interlocal Cooperative Agreement dated as of March 11, 2011 between Washoe County, the City of Sparks, Nevada, and the City of Reno, Nevada (the “ICA”);

B. ¶3.07.A of the ICA provides that the Board of Directors of the Authority (the “Board”) may appoint an Executive Director who would be responsible directly to and serve at the pleasure of the Board;

C. The Board desires to appoint Employee as full time Executive Director for the Authority and enter into an employment agreement with Employee which establishes the Employee’s duties and professional responsibilities and compensation as Executive Director for the Authority.

D. Employee is a professional engineer licensed in the State of Nevada and desires to serve as Executive Director of the Authority;

E. Employee is currently employed by Washoe County as the Deputy Director of the Truckee River Flood Management Authority. The parties desire to administer the Employee’s change in position from Deputy Director of the Truckee River Flood Management Authority in such a way as to allow his annual leave, compensatory time and sick leave time balances to be carried over as described in more detail below.

NOW THEREFORE, the parties agree as follows:

Section 1 DUTIES OF EMPLOYEE

§1.01 The Authority hereby appoints Employee and Employee agrees to serve as Executive Director of the Authority through its Board of Directors and as such will perform the duties and have the responsibilities set forth in Attachment A and will report only to, be responsible only to, and serve at the pleasure of the Board.

Section 2 COMPENSATION AND BENEFITS

§2.01 During the term of this Agreement, Employee shall be paid and afforded the following compensation and benefits.

¶2.01.A Salary

1. Employee shall be paid a gross salary of \$176,280.00 per annum, subject to §2.02 below.

2. During the term of this Agreement, if the Washoe County Board of County Commissioners approves any additional changes to salaries, implements cost of living increases, and/or changes the calculation of leave in the Collective Bargaining Agreement with the Supervisory-Administrative Employees Negotiating Unit of the Washoe County Employees Association, this Agreement shall be deemed amended without further action by the TRFMA Board of Directors to be consistent with the approved changes to the Collective Bargaining Agreement.

¶2.01.B Merit pay

On each anniversary of the effective date of this Agreement, the Board shall consider Employee's performance and may award an increase in pay to Employee.

¶2.01.C Public Employee Retirement System

1. The Employee currently participates in the Public Employee Retirement System. Washoe County agrees to coordinate Employee's continued employment by the Authority so that Employee shall remain a member of the Public Employees Retirement System without interruption or break in service.

2. 100% of Employee's contribution to the public retirement plan shall be paid in the manner prescribed by the Public Employees Retirement System pursuant to NRS 286.421 in the amount of contribution that exists on the first day of employment. Any increases to the required contribution amounts after the first day of employment shall be paid by Employee to the same extent as required of other employees of Washoe County.

¶2.01.D Work hours; overtime; compensatory time.

1. Employee is exempt from the overtime provisions of the Fair Labor Standards Act and is guaranteed a weekly minimum amount commensurate with the annual salary specified in ¶2.01.A above. Employee shall work 40 hours per work week as established by Board and may be paid compensatory time as established below but shall not be paid overtime for excess hours worked during each work week.

2. Employee shall be eligible to accrue and take compensatory time off at a rate equal to one hour for each hour worked over 40 in each established work week. Employee may accumulate and carry forward from one calendar year to the next up to 240 hours of accrued compensatory hours. Employee shall take compensatory time off at the convenience of the Authority which may be determined by the Chairman of the Board. Compensatory time shall be paid in cash to Employee upon termination of employment up to a maximum of 240 hours.

3. All compensatory time that was accumulated by Employee as an employee of Washoe County shall be carried forward into this Agreement and shall be immediately available for use by Employee on the effective date of this Agreement without any interruption or break in service.

¶2.01.E. Annual leave.

1. Until the bi-weekly pay period encompassing May 20, 2022, Employee shall accrue annual leave credit at bi-weekly intervals equivalent to 96 hours per year. After May 20, 2022, Employee shall accrue annual leave credit at bi-weekly intervals equivalent to 136 hours per year. After May 20, 2024, Employee shall accrue annual leave credit at bi-weekly intervals equivalent to 152 hours per year. After May 20, 2029, Employee shall accrue annual leave credit at bi-weekly intervals equivalent to 176 hours per year. After May 20, 2034 shall accrue annual leave credit at bi-weekly intervals equivalent to 192 hours per year. Employee cannot carry forward more than 240 hours per calendar year. Annual leave time shall not be paid in cash except that unused annual leave time shall be paid to Employee upon termination of employment up to a maximum of 240 hours. Employee may carry forward up to 240 hours of unused annual leave from year to year. Amounts in excess of 240 hours as of the end of the biweekly pay period encompassing December 31st shall be forfeited as of that pay period unless Employee has previously requested and been denied an annual leave by October 15.

2. If Employee retires or if notice of termination of this Agreement is given (for any reason or cause) Employee shall be paid a lump sum payment for any unused accumulated annual leave time earned through the later of last day worked or end of the 30 day notice period set out in §3.02 or §3.03, up to a maximum of 240 hours.

3. All annual leave time that was accumulated by Employee as an employee of Washoe County shall be carried forward into this Agreement and shall be immediately

available for use by Employee on the effective date of this Agreement without any interruption or break in service.

¶2.01.F Sick leave; Personal leave credits for unused sick leave.

1. Until the end of the bi-weekly pay period encompassing May 20, 2026, Employee will be credited with sick leave at the rate of 4.62 hours for each bi-weekly pay period of full time service. After May 20, 2026, Employee shall be credited with sick leave at the rate of 5.54 hours for each bi-weekly period of full time service.

2. All sick leave time that was accumulated by Employee as an employee of Washoe County shall be carried forward into this Agreement and shall be immediately available for use by Employee on the effective date of this Agreement without any interruption or break in service.

3. Unused sick leave shall not be paid in cash either during or upon termination of employment.

4. Personal Leave

a. Personal Leave will be earned on a semi-annual basis as described herein:

(i) Pay Period #01-#13: Personal Leave Credit – July: If Employee uses between 0-16.00 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13 in each calendar year he shall receive twelve (12) hours of Personal Leave Credit at the end of the first full pay period in July of that calendar year. If Employee uses between 16.01-20 hours of sick leave during the start of pay period #01 and as of the last day in pay period #13, in each calendar year, he shall receive four (4) hours of Personal Leave Credit at the time specified above.

(ii) Pay Period #14-#26 or #27: Personal Leave Credit – January: If Employee uses between 0-16.00 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26 (or in the event of a 27th pay period in a calendar year, pay period #27) he shall receive twelve (12) hours of Personal Leave Credit at the end of the first full pay period in January of the next calendar year. If Employee uses between 16.01-20 hours of sick leave during the start of pay period #14 and as of the last day in pay period #26, (or in the event of a 27th pay period in a calendar year, pay period #27) he shall receive four (4) hours of Personal Leave Credit at the time specified above.”

b. Personal Leave earned in July and January of each calendar year must be used by the end of pay period #26, or in the event of a 27th pay period in a calendar year, pay period #27, and if not used will be forfeited. Under no

circumstances will there be any cash payment of cash value for Personal Leave Credit that is not used. In order to receive this Personal Leave Benefit, Employee must be in a pay status (either working or on paid leave) for all of the pay periods within the noted semi-annual period.

5. Employee may use sick leave (i) when incapacitated to perform the duties of his position due to sickness or injury; (ii) when quarantined; (iii) when receiving medical or dental care or examination; (iv) upon illness of a immediate relative of Employee where such illness requires Employee's attendance; or (v) for up to five days to arrange for and attend a funeral ceremony upon death of any immediate relative of Employee. "Immediate relative" means spouse, children (including foster and step), parent (including step and foster), sibling (including step or half brothers and sisters), spouse of a sibling, grandparent, grandchild, aunt, uncle, niece or nephew of Employee. Employee may be required to provide proof of the circumstance warranting use of sick leave.

¶2.01.G Leave of absence.

1. Except as provided below, leaves of absence with or without pay may be granted by the Board to Employee in Board's sole discretion.

2. If Employee is required by law to appear and/or serve as a witness or juror for any federal, state or local public agency, Employee shall be paid his regular salary while participating in the proceeding but must remit to Authority all fees that he may receive as a witness or juror, except for mileage or per diem. Such leave of absence shall not be charged against annual leave.

¶2.01.H Holidays and holiday pay

Employee shall not be required to work and shall be paid eight hours regular straight time hourly rate for each holiday (including but not limited to those defined in NRS 236.015) that is granted to employees of the Authority or Washoe County. Employee shall be awarded regular or compensatory time for any hours worked during holidays in accordance with ¶ 2.01.D.

¶2.01.I Private transportation reimbursement

If Employee uses his personal vehicle to go to meetings or otherwise accomplish Authority business, the Authority agrees to reimburse Employee at a rate per mile equal to the standard mileage reimbursement rate for which a deduction is allowed for the purposes of federal income tax that is in effect at the time the personal vehicle is used. If, however, Employee uses his personal vehicle for reasons of personal convenience in transaction of Authority business, the allowance for travel is one-half the established rate.

¶2.01.J License fees, professional organizations, professional development.

1. The Authority shall pay all membership dues and licensing fees due to the State of Nevada Engineering Board for licensure and professional development hours compliance certifications.
2. The Authority shall pay dues for Employee to belong to the American Society of Civil Engineers, American Academy of Water Resource Engineers, and the Association of State Floodplain Managers.
3. The Authority shall pay tuition for courses or seminars to allow Employee to accumulate 30 professional development hours over each 2 year licensing cycle. Such education courses shall be directly relevant to Authority business. Subject to normal travel budget restraints, the Authority may pay for travel and lodging expenses for out of town training.
4. In addition to the payment of the amounts specified above, the Board may, in its discretion from time to time, pay for additional memberships in professional organizations, cost of publications, expenses of continuing professional education training, and expenses of attending conferences for the benefit of the Authority.

¶2.01.K Health insurance

1. Authority shall provide medical, vision, and dental health coverage to Employee equivalent to the coverage presently being afforded to employees with the Washoe County self funded preferred provider programs. Premiums for Employee's coverage shall be 100% paid by Authority. Authority shall pay 50% of premiums for dependent coverage. The premiums for Employee's dependent coverage shall be adjusted consistent with and equal to any changes made by the County to the percentage amount paid for family coverage for other employees of the County.
2. To accomplish the foregoing, Employee and his dependants shall be enrolled in the Washoe County self-funded preferred provider program, with Authority paying the premiums as specified above. In the event that County terminates its obligations under this Agreement, Employee will be afforded the extended coverage rights mandated by federal law, and the Authority shall provide medical, vision and dental health coverage as provided above.

¶2.01.L Worker's compensation

County shall provide worker's compensation coverage as required by law, provided that if County terminates its obligations under this Agreement, Authority shall provide required worker's compensation coverage.

¶2.01.M Official Cellphone

The Authority shall provide Employee with a cell phone of the Authority's choosing and an appropriate service plan to be used for official Authority business.

§2.02 No Reduction in compensation and benefits.

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) if the Authority directs a reduction in salary equal to any reduction required by Washoe County to the salaries of the other employees of the Truckee River Flood Management Authority; (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 the Authority.

§2.03 Annual reviews.

Authority and Employee agree to conduct written or oral annual reviews of Employee's performance and, in the discretion of the Board, merit pay increases may be awarded.

§2.04 Distribution of compensation upon death

On Employee's death, all accrued compensation and benefits (including accrued annual leave and payment for any reimbursable expense due the Employee) shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

Section 3 TERM AND TERMINATION

§3.01 Term.

This Agreement is effective on December 3, 2019, the date of the signatures below notwithstanding. This Agreement terminates three (3) years from its effective date on December 2, 2022, unless sooner terminated at the will of Authority or Employee as provided herein.

§3.02 Termination by Employee:

Employee may terminate this agreement at any time for any reason by giving 30 days notice. Authority may pay Employee 30 days pay and benefits in lieu of the notice and require immediate termination of employment.

§3.03 Termination by Authority:

The Authority may terminate this agreement at any time for any reason with or without cause by giving 30 days notice. Authority may pay Employee 30 days pay and benefits in lieu of the notice and require immediate termination of employment.

§3.04 Non-appropriation of Funds:

This Agreement extends beyond the current fiscal year and beyond the terms of the members of the Board of Directors who are presently in office and are voting on its approval, and as a result, unless otherwise provided by law, this Agreement is binding beyond this fiscal year and beyond those terms of office only to the extent that money is appropriated for the performance of this Agreement or for a like item or service. If no funds or insufficient funds are appropriated and budgeted by future governing bodies or are otherwise unavailable by any means whatsoever in any fiscal year to make payments or honor obligations under this Agreement, the Authority shall immediately notify Employee and this Agreement shall terminate on the last day of the fiscal year for which appropriations of existing funds were made, without penalty or expense to Authority of any kind whatsoever.

§3.05 Duties and rights upon termination.

¶3.05.A Upon termination of employment, Employee shall (i) immediately cease doing any business of the Authority, (ii) leave the premises and (iii) return all equipment, files, documents, keys, identification cards, credit cards, and property belonging to Authority or County. If Employee is given pay in lieu of notice under §3.02 or §3.03 above, Employee shall remain available for consultation during the pay in lieu period.

Section 4 AGREEMENTS WITH AND BY COUNTY

¶4.01 Employment by County:

A. Upon executing this Agreement by all parties, County agrees to continue to specially employ Employee in the Flood Management Department of the County under a job title of TRFMA Executive Director with a job description as set forth in Attachment A, without an interruption or break in service.

B. Subject to the Authority's obligation to reimburse County under the ICA, County agrees to compensate and provide benefits to Employee as provided herein and as changed from time to time by the Authority Board of Directors, except that so long as Employee is enrolled in the County's plan, any changes to the County plan which applies to County employees shall also apply to Employee.

C. It is understood and agreed that Employee is not an agent of County, is not supervised by the County, has no authority to bind the County to any transaction or obligation, and that Employee's professional responsibility runs solely to the Authority.

¶4.02 Applicability of ICA The Authority's obligation to reimburse County under ¶8.02.C and the mutual indemnifications in ¶8.02.C.3.g shall apply to Employee, but the remainder of ¶8.02.C shall not.

¶4.03 Termination of this Agreement by Washoe County as Between the County and the Authority Upon giving sixty days notice to the Authority, the County Manager may terminate County's obligations under this Agreement if (i) Employee is found guilty of a felony crime, or if Employee violates a County ordinance or policy in a manner that materially exposes the County to liability or materially impairs the interests of the County, or (ii) if it is determined that the performance of any obligation of County hereunder is not authorized by law or would impair County's obligations to its other employees. The termination of County's obligations under this Agreement does not terminate the Employment Agreement between the Authority and the Employee, nor does it affect the Employee's employment status with the Authority, except that PERS contributions and County benefits will cease to be provided by the County.

Section 5 GENERAL TERMS

§5.01 Remedies and waivers.

¶5.01.A General remedies.

If a breach of this Agreement is suffered or caused by Authority or Employee, the non-defaulting party may, subject to any specific provision regarding remedies herein, (i) suspend any counter-performance due hereunder until the breach is cured; (ii) terminate this Agreement under Section 3 it being understood that such termination does not prejudice any rights to recovery of damages; (iii) pursue any other remedy specifically provided in this Agreement, and/or (iv) bring an action for damages or equitable relief, including specific performance if warranted under the law of Nevada. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

¶5.01.B Waiver

Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by an authorized representative of the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future. Continuing to perform under this Agreement does not constitute or imply acceptance of previous performances, defaults, or satisfaction of any disputes regarding this Agreement.

§5.02 Binding effect; No third party beneficiary.

This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted by the non-assigning or delegating party. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

§5.03 Notices; when deemed sufficiently given

Unless otherwise provided herein, formal notices, demands and communications between the parties must be in writing and must be hand delivered or sent by certified or registered mail, return receipt requested, or by overnight courier to the addresses stated in Section 1 above, or to any address or number subsequently communicated to the sending party in writing. If notice is sent by courier or by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three business days after it is received by the courier or U.S. Post Office as indicated on the receipt, whichever is earlier.

§5.04 Applicable law; jurisdiction and venue.

This Agreement shall be construed under and governed by the laws of the State of Nevada. Any action arising hereunder shall be brought only in the Second Judicial District Court for the State of Nevada in and for Washoe County.

§5.05 Severability

Each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be made upon agreement of the parties. If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

§5.06 Entire agreement; Attachments.

This Agreement (together with attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All attachments hereto and/or referred to in this Agreement are incorporated herein as though set forth in full. This agreement may be modified only by a writing signed by Employee and Authority.

EXECUTED ON THE DATES INDICATED BELOW:

EMPLOYEE

E. George Robison

Date_____

AUTHORITY

Truckee River Flood Management Authority

By_____ Date_____

Ron Smith, Chairman of the Board

COUNTY

Washoe County, a political subdivision of the State of Nevada

By_____ Date_____

Vaughn Hartung, Chairman
Board of County Commissioners

ATTEST

County Clerk

Date_____

Attachments:

A: Resolution 2011-3: Duties of Executive Director.