

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 21st day of January 2020 by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners, hereinafter referred to as “District” or “Employer”, and Loren D. Way, an individual, hereinafter referred to as “Employee”, both of whom do hereby agree as follows:

WHEREAS, Employer and Employee express their desire to fill the position of Deputy Fire Chief of Prevention, an at will position with the District, and the Employer expresses their desire to appoint Loren D. Way as its Deputy Fire Chief of Fire Prevention; and,

WHEREAS, it is the desire of Employer to provide certain benefits and to describe certain conditions of employment and working conditions of Employee as set forth herein; and,

WHEREAS, it is the desire of Loren D. Way to accept the position of Deputy Fire Chief of Fire Prevention as set forth herein; and,

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

1. DUTIES OF EMPLOYEE

Employer hereby appoints Employee, and Employee agrees to serve, as an at will Employee, to the position of Deputy Fire Chief of Prevention for Truckee Meadows Fire Protection District and as such will perform the duties of Fire Code Official, as defined by the adopted fire code and have the responsibilities as set forth in the attached job class specification. Employee will perform other legally permissible and proper duties as the Fire Chief shall assign from time to time including acting as the Fire Chief in his absence.

2. TERM AND TERMINATION

A. TERM

This Agreement begins on February 3, 2020 and terminates at 11:59 p.m. December 31, 2023, unless sooner terminated at the will of the Employer or Employee as provided herein.

B. TERMINATION BY EMPLOYEE

Employee may terminate this Agreement at any time by giving 30 days’ notice, at which point Employer may require immediate termination but shall pay the Employee 30 days’ pay and benefits in lieu of the notice and require immediate termination of employment.

C. TERMINATION BY EMPLOYER

As Employee is employed as an at will employee of the District, Employer may terminate this Agreement and Employee’s employment at any time and may require immediate termination

of the Employee, but the Employer shall pay the Employee six months' salary plus an amount equal to the District's contribution to PERS for six months of salary as severance pay upon termination.

Employee shall not be entitled to severance pay if Employer terminates Employee, in part or in total, for conviction of a crime involving moral turpitude and/or if Employee engages in conduct which constitutes a violation of law or policy governing the conduct of public officers. Nor shall Employee be entitled to severance pay at the conclusion of the term of this Agreement.

D. DUTIES AND RIGHTS UPON TERMINATION

Upon the effective date of termination of employment, Employee shall (i) immediately cease doing any business of the Employer, (ii) leave the premises and (iii) return all equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer. If Employee is given pay in lieu of notice as described above, Employee shall remain available for consultation during the pay in lieu period.

3. SALARY

Employee shall be paid a base annual salary of \$170,185.60. On each anniversary of the effective date of this Agreement, the Fire Chief shall consider Employee's performance. Following the evaluation conducted pursuant to paragraph 7, the annual salary of Employee may be adjusted by the District consistent with the cost-of-living adjustment provided to all other unclassified and non-represented employees of the District. In addition, following the evaluation conducted pursuant to paragraph 7 below, Employee's salary may be increased for performance by up to 5% of Employee's then current salary not to exceed the maximum of the established range of the position.

Employee is not eligible for Overtime, however in recognition of the requirement that Employee may be required to respond to and/or after emergency situations, Employee may earn compensatory time at straight time on an hour for hour basis, in quarter hour increments, for time responding to and from emergency calls. The work week is defined as 12:01 a.m. Monday through 12:00 midnight Sunday. Holiday pay, annual leave, and sick leave do not count toward the 40-hour threshold for compensatory time eligibility. Compensatory time may not be accrued in excess of 240 hours. Employee is not eligible for and shall not accrue Holiday Comp time. Compensatory time beyond 240 hours shall not be accumulated or recorded. Except as provided in Paragraph 13.D, Employee shall not receive a cash payment for any accumulated compensatory time in any circumstance.

4. BENEFITS

A. Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that District requires an across the board reduction of salaries related to unclassified non-represented employees (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.

B. Employer shall pay 100% of the Employer's Employee group medical plan, including health, dental and vision, and, should Employee elect dependent coverage, Employer shall pay 50% of the premium for such coverage. Employee shall be entitled to receive Coverage under the health dental and vision coverage on February 3, 2020.

C. Any and all examinations required by the Nevada Revised Statutes relating to District employment which are performed by a District designated physician will be paid by the District at no cost to the Employee. There will be no loss of pay or any accrued leave to the Employee if, as a result of the physical examination, further testing is required. Any additional costs for testing shall be paid by the District.

D. It is the responsibility of the Employee, at the District's expense, to obtain an annual physical examination for the "Heart and Lung Bill" provisions of NRS Chapters 616A through D and 617.

E. Employee is eligible to participate in the deferred compensation program that District has implemented (currently Voya).

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

5. EXCLUSIVE EMPLOYMENT

Employer agrees that Employee, on his own time, may instruct at the National Fire Academy and for the Nevada System of Higher Education; and such time off for this activity shall not be unreasonably withheld. Except for the previously stated activity, the District shall be his sole employer and Employee shall not engage in any other employment of any kind, including independent contractor work.

6. RETIREMENT

A. Employee shall remain enrolled in the Nevada State Public Employees Retirement System (PERS). Employer shall pay the Employee's contribution to PERS in the same fashion as non-represented employees of the District. Pursuant to NRS 286.421, when an employer-paid contribution plan has a contribution rate adjustment, the Employee shall be required to cost share 50% in the contribution rate, including contribution rate increases in the same manner as the other non-represented employees of the District.

7. EVALUATIONS

A. The Fire Chief, with Employee's input, agrees to adopt priorities and expectations for Employee and the Fire Chief agrees to do so each year thereafter so long as this agreement is in effect. The Fire Chief's adoption of priorities and expectations for Employee shall coincide

with Employee's evaluation as provided in paragraph B below. The priorities and expectations may be added to or deleted as the Fire Chief may determine, after consultation with Employee.

B. Each year prior to or as near as possible to the anniversary date of this Agreement, the Fire Chief will review and evaluate Employee's performance. The evaluation shall be based upon priorities and expectations as developed and provided for in Paragraph A above.

8. VEHICLE AND USE

Employee will be issued a District vehicle and Employee may use the vehicle in accordance with District policy. The Employee shall be allowed home storage of the vehicle. In the event that Employee is required by the Fire Chief to use a personal vehicle for the conduct of District business, Employee will be reimbursed for each mile traveled at the current rate established by the current applicable IRS rate of the Board of Fire Commissioners, whichever is greater.

9. UNIFORM ALLOWANCE

Employee shall receive a clothing or uniform allowance in the amount of \$1,000.00 annually, payable in two (2) equal semi-annual installments. The first semi-annual payment of this agreement shall be payable in the Employee's first paycheck. The District shall provide a one-time reimbursement to the Employee for the cost of a Class A (Dress Uniform) in an amount not to exceed \$900.

10. REPAIR/REPLACEMENT OF PERSONAL PROPERTY

Employee shall be reimbursed for the cost of repairing or replacing authorized and necessary personal property which is damaged or destroyed if such personal property is lost at fires or related emergencies in the performance of his duties. The list of authorized personal property shall include and be limited to eyewear, watches, contact lenses, and other personal items approved by the Fire Chief. Reimbursement amounts shall be limited to two hundred dollars (\$200.00) per claim and two thousand (\$2,000.00) per calendar year.

11. MOVING EXPENSES

Employee shall be reimbursed reasonable moving expenses in accordance with Washoe County Code 5.3581 and not to exceed Seven Thousand Dollars (\$7,000).

12. NOTICES

When required by the Agreement, notice by Employee shall be in writing and shall be by personal service by the District Fire Chief, or sent by regular mail to the Fire Chief, in which case notice shall be deemed effective three days after the date of mailing.

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

13. LEAVE

A. Employee shall be entitled to eleven (11) paid eight (8) hour Holidays per year pursuant to NRS 236.015. Employee shall not accrue Holiday Comp time.

B. Employee shall accrue five (5) hours of sick leave per pay period.

C. Employee is not eligible for Personal Leave.

D. Eligibility for paid vacation begins (6) months from date of employment with the Truckee Meadows Fire Protection District. Vacation time is earned on a graduated basis:

0 - 3 Years	102 Hours
3 - 5 Years	139 Hours
5 - 10 Years	167 Hours
10 + Years	213 Hours

No more than 240 hours of vacation leave may be carried forward at the end of the calendar year. Amounts in excess of 240 hours as of the end of the payroll period encompassing December 31st shall be forfeited with the following exception: If Employee, on or before October 15, requests permission to take annual leave between October 15 and December 31 of that same year and the employee's request is denied for any reason, the Employee is entitled to payment for any annual leave in excess of 240 hours which the Employee requested to take and which the Employee would otherwise forfeit as the result of the denial of the Employee's request.

Upon termination of employment, Employee shall be compensated at his hourly base rate of pay for all accumulated and unused vacation. Upon death, retirement or permanent disability of an employee, or upon termination of an employee after 10 years of employment with Truckee Meadows Fire Protection District for other than just cause, sick leave hours shall be paid out in accordance with Washoe County Code 5.255.

14. DISTRIBUTION OF COMPENSATION DUE TO DECEASED EMPLOYEE

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

15. PROFESSIONAL DEVELOPMENT

The Employer agrees to pay for reasonably necessary expenses required to maintain all currently obtained nationally recognized fire prevention and investigation certifications. All reasonably required safety equipment shall be provided at the expense of the Employer. At the approval of the Fire Chief, Employer agrees to pay for seminars and training programs directly related to improving the Employee's proficiency in performing the assigned duties of Deputy Fire Chief of fire prevention and obtaining CEU's required for maintenance of all nationally recognized certifications. Reimbursable expenses shall include fees for annual certification maintenance, seminars and training, lodging, meals, and transportation.

16. LABOR RELATIONS

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

17. WAIVER

Waiver of any provision herein 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.

18. 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 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.

19. 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.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by all Parties hereto and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, The Parties have executed this Agreement this 21st day of January 2020.

EMPLOYEE

Loren D. Way

Date

FIRE CHIEF

Charles A. Moore

Date

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

Bob Lucey, Chair

Date

APPROVED AS TO FORM:

Deputy District Attorney

Date