

NOTICE OF MEETING

The Special Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be Held Starting at 6:00 PM on August 20, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is allowed and Members of the Public are Welcome to Provide Public Comment via Telephone at (877) 853-5247 (the Webinar ID will be Posted to the IVGID Website on the Day of the Meeting). This Special Meeting will be Available for Viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS - *Unless otherwise determined, the time limit shall be three minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA *(for possible action)*

The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.

-OR- The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

E. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, Discuss and Approve Request for Proposal for Management Services; provide Direction to the Human Resources Director regarding applications received for the open General Manager position. (Requesting Staff Member: Director of Human Resources Erin Feore) – **page 3 – 4**
(Supplemental Material expected on or before 08/20)
2. **SUBJECT:** Review, Discuss, and Possibly Approve Employment Separation Agreement with Bobby Magee. (Requesting Staff Member: General Counsel Sergio Rudin) – **pages 5 - 11**
3. **SUBJECT:** Review, and Discuss Options and Possibly Appoint an Interim District General Manager. (Requesting Board Member: Chair Sara Schmitz) - **pages 12 - 14**

F. BOARD OF TRUSTEES UPDATE

G. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.

H. ADJOURNMENT (for possible action)

Incline Village General Improvement District

Incline Village General Improvement District is a fiscally responsible community partner which provides superior utility services and community oriented recreation programs and facilities with passion for the quality of life and our environment while investing in the Tahoe basin.

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • EMAIL: info@ivgid.org

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of August 20, 2024 - Page 2

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 AM on Thursday, August 15, 2024, a copy of this agenda (IVGID Board of Trustees Session of August 20, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)
4. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

Persons may request copies of all agenda Materials by contacting the District Clerk or by visiting the Administrative Offices at the address listed above.

/s/ Heidi H. White

Heidi H. White

District Clerk (e-mail: hwh@ivgid.org/phone # 775-832-1268)

IVGID Board of Trustees: Chair Sara Schmitz, Vice Chair Matthew Dent, Treasurer Raymond Tulloch, Secretary Michaela Tonking, and David Noble

Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. ***IVGID'S agenda packets are available at IVGID's website, www.yourtahoeplace.com; go to "Board Meetings and Agendas".***

MEMORANDUM

TO: Board of Trustees

FROM: Erin Feore
Director of Human Resources

SUBJECT: Review, discuss, and possibly approve Request for Proposal for management services; provide direction to the Human Resources Director regarding received applications the recently posted General Manager position

RELATED STRATEGIC: Long Range Principle #4 - Workforce
PLAN INITIATIVE(S)

DATE: August 13, 2024

I. RECOMMENDATION

That the Board of Trustees review, discuss and approve the draft Request for Proposal document for management services; further, provide direction to the Human Resources Director regarding received applications for the recently posted General Manager position.

II. BACKGROUND

Following direction from the Board of Trustees at the August 6, 2024 Board of Trustees meeting, Director of Human Resources Feore and Trustee Noble worked together to produce a formal Request for Proposals document for management services firms. This document includes the following points for the Board to discuss and consider:

- Dates suggested under schedule of events; and
- Scope of Work; and
- Special Considerations; and
- District Project Team and Management; and
- Proposal Content and Requirements; and
- Submittals requirement

III. BID RESULTS

N/A

IV. FINANCIAL IMPACT AND BUDGET

To be determined following directed selection.

V. ALTERNATIVES

As an alternative, the Board of Trustees may choose to assign an internal Interim General Manager until such time as a more permanent solution is determined. This item is being separately placed on the agenda for discussion.

VI. ATTACHMENT

Request for Proposal for Management Services

SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) is between the Incline Village General Improvement District (“IVGID”) and Bobby Magee (“Employee”) (collectively the “Parties”). This Agreement is effective as set forth herein in Section 14, and it is made with reference to the following facts, among others.

RECITALS

- A. Employee has been employed with IVGID as General Manager under an employment agreement dated March 6, 2024 (collectively, the “Employment Agreement”);
- B. Employee and IVGID wish to separate upon the effective date of this Agreement; and
- C. The Parties desire to resolve all issues and disputes related to Employee’s employment;

NOW, THEREFORE, IVGID and Employee, in consideration of the mutual covenants and agreements herein, agree as follows:

AGREEMENT

1. **Separation Date.**

IVGID and Employee agree that Employee’s IVGID employment shall terminate on the last day of the pay period immediately following the Effective Date as defined below (the “Separation Date”). Until the Separation Date, Employee shall be placed on unpaid administrative leave effective August 21, 2024, and shall not be required to perform the duties of General Manager of the District beginning on such date.

2. **Separation Terms.** As of the Effective Date of this Agreement, the following terms of separation shall apply:

A. If Employee executes this Agreement and does not revoke his signature as provided in Section 14, then in exchange for the covenants, waiver and releases in this Agreement, IVGID will pay to Employee a gross amount equivalent to one month’s salary plus payment in lieu of health care benefits. Such total amount shall be \$23,999.98 and will be paid in one lump sum payment paid no later than September 20, 2024. This payment timing is required by IVGID, and Employee understands and agrees that he has no entitlement or other right to receive any payment prior to the date specified.

B. All payments under this Agreement are subject to applicable payroll taxes and withholdings, whether state or federal.

C. No later than the payroll cycle immediately following the Separation Date above, Employee will be paid earned wages through the Separation Date and will be paid the cash value of his accrued but unused vacation hours. Employee expressly warrants and agrees

that, as of the date of executing this Agreement, he does not dispute as inaccurate any wages previously paid to him.

3. **Waiver of Discrimination Claims.**

Employee understands and acknowledges that Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Americans with Disabilities Act of 1990, the Federal Family and Medical Leave Act of 1993, NRS 613, and other federal and state statutes provide Employee with the right to bring an action against IVGID if Employee believes he has been discriminated against based on race, ancestry, creed, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age, status as an individual who has filed a claim for workers' compensation benefits or who has sustained an industrial injury, status as a veteran of the Vietnam era, physical or mental handicap, and/or disability. Employee understands the rights afforded to him under these Acts and agrees that he will not bring any action against IVGID based on any alleged violation(s) of these Acts.

Employee hereby waives any right to assert a claim for any relief under these Acts, including, but not limited to, back pay, attorney fees, damages, reinstatement, and/or injunctive relief, arising out of his employment with IVGID or the separation from such employment.

4. **Waiver of Age Discrimination Claim.**

Employee understands and acknowledges that the Age Discrimination in Employment Act of 1967, as amended, provides Employee the right to bring a claim against IVGID if Employee believes that he has been discriminated against on the basis of age. Employee understands the rights afforded under this Act and agrees that he will not bring any action against IVGID based on any alleged violation(s) of the Act. Employee hereby waives any right to assert a claim for relief under this Act, including, but not limited to, back pay, attorney fees, damages, reinstatement, and/or injunctive relief arising out of his employment with IVGID or the separation from such employment.

5. **Waiver of Known and Unknown Claims.**

The release contained herein is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions and causes of action which are known, but also claims, demands, liabilities, damages, actions and causes of action which are unknown or which Employee does not suspect to exist in his favor which, if known at the time of executing this Agreement might have affected his actions.

Employee is not waiving or releasing any rights Employee may have to: (a) Employee's own vested accrued employee benefits under the Company's health, welfare, or retirement benefit plans as of the Separation Date; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this Agreement; and/or (d) enforce this Agreement, including Section 8.

6. **Release of Claims; Covenant Not to Sue; Waiver of IVGID Employment.**

A. Employee represents that he has not filed any complaint, grievance, claim, or action against IVGID or any of its Trustees, officers, agents, directors, employees, or representatives with any state, federal, or local agency, board, arbitrator, or court based on any matters arising out of his employment with IVGID and/or his separation from IVGID employment.

B. Except as otherwise set forth in this Agreement, Employee hereby releases and forever discharges IVGID, its Trustees, officials, directors, agents, attorneys, servants, employees, consultants, successors, assignees, and related entities from any and all claims, liabilities, demands, causes of action, costs, expenses, damages, indemnities, and obligations of every kind, in law, equity or otherwise, known or unknown, arising out of or in any way related to Employee's IVGID employment or his separation from IVGID employment, including, but limited to any severance set forth in the Employment Agreement. This release is intended to be interpreted as broadly as permitted by law and to apply to all transactions and occurrences between Employee and IVGID, including, but not limited to, any and all claims related to Employee's employment and employment conditions with IVGID and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected to Employee's employment with IVGID or the separation from such employment (collectively, "Released Claims"). Released Claims include, but are not limited to, any claim based in common law, the state or federal Constitution, state or federal statutes, all contract or tort claims (such as wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional distress), and all related claims for physical injuries, illness or damage, expense reimbursement, and all claims for attorneys' fees, costs and expenses, grievances, claims and/or appeals under federal or state law or due process, or under IVGID's internal administrative review procedures.

C. Employee further covenants not to sue or file any complaint, grievance, claim or action at any time hereafter based on any matters arising out of or in any way relating to his employment with IVGID, or separation from IVGID employment, that could have been filed as of the date of executing this Agreement. Should Employee legally have the right to participate in any action against IVGID in the future pertaining to or arising out of Employee's IVGID employment or separation from it, Employee expressly agrees that he shall have no right to recover damages, attorneys' fees, costs, or other compensatory relief.

D. Employee agrees and recognizes that his employment relationship with IVGID has been severed permanently. In recognition of the consideration provided herein, Employee agrees he will not apply for or otherwise seek re-employment or reinstatement with IVGID, and he expressly agrees that IVGID has no obligation to reinstate, rehire, re-employ, recall or hire him for eighteen months from the Separation Date. IVGID is entitled to reject without cause any application for employment made by Employee and to immediately discharge Employee should it be discovered by IVGID that Employee has obtained such employment in violation of this provision. Moreover, Employee shall not seek or otherwise contract with IVGID as a consultant for eighteen months from the Separation Date. IVGID and Employee may modify or delete this section in any amendment to this Agreement, provided that Employee

shall not be entitled to any further payments set forth in Section 2.A upon re-hire or engagement as a consultant.

7. **No Admission of Liability.**

This Agreement and compliance with it shall not operate or be construed as an admission by either party of any liability, misconduct, or wrongdoing whatsoever by or against the other Party or against any other person; nor as an admission by IVGID of any violation of the rights of Employee or any other person; nor as a violation of any order, law, statute, duty, or contract whatsoever against Employee or any other person. Rather, the Parties expressly deny any liability to one another.

8. **Non-Disparagement**

A. IVGID agrees that it will respond to any reference requests for Employee by following its customary procedures and the response will be limited to Employee's position and dates of employment. IVGID agrees to instruct its current Trustees to not disparage the honesty, integrity, ethics, or professional competence and reputation of the Employee on any matter related to his employment and this separation. IVGID shall not release or disclose to the public any private confidential information regarding Employee protected from disclosure under the Public Records Act, except as may be requested by Employee or except as may be legally required pursuant to law or any order of any court or administrative body having jurisdiction to order IVGID to divulge, disclose or make accessible such information.

B. To the extent permitted by law, Employee agrees not to disparage the honesty, integrity, ethics, or professional competence and reputation of IVGID, its Trustees, employees, agents, or legal representatives on any matter related to his employment and this separation.

C. Any such disparagement in violation of this Section may give rise to a claim for actual damages only, and without imposition of any exemplary or punitive damages, but in no event shall any such disparagement, should it occur, operate to cancel or rescind this Agreement in whole or in part.

9. **Negotiated Agreement and Governing Law; Cost of Preparation.**

This Agreement shall be deemed to have been jointly drafted by the Parties and shall be governed by and construed in accordance with the laws of the State of Nevada. Each Party shall bear the Party's own associated costs of preparing this Agreement, including attorneys' fees.

10. **Notice.**

Any notices or other communications to be given to either Party pursuant to this Agreement, shall be in writing and delivered personally or by U.S. mail, postage prepaid, addressed to the Party at the address set forth below. Notice so mailed shall be deemed delivered three (3) business days after deposit in the U.S. mail. Nothing shall preclude the giving of notice by fax, which shall be effective upon receipt of the fax; provided, however, that notice by fax

shall be followed by notice deposited in the U.S. mail as discussed above.

IVGID

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT
893 Southwood Blvd.
Incline Village, NV 89451
Attn: General Manager

EMPLOYEE

BOBBY MAGEE
(address on file)

11. **Entire Agreement.**

This Agreement constitutes the entire agreement between Employee and IVGID. No other promise or inducement has been offered for this Agreement. Any amendments to this Agreement must be in writing, signed by duly authorized representatives of both IVGID and Employee, and must state that the Parties intend to amend the Agreement. None of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated agreement.

12. **Severability.**

A. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, which can be given full force and effect without the invalid provision, shall continue in full force and effect and shall in no way be impaired or invalidated.

B. Any of the terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion, or of any other term or condition of this Agreement.

13. **Choice of Law; Venue of Actions.**

This Agreement shall be interpreted according to the laws of the State of Nevada. Venue of any legal action shall be in Washoe County.

14. **Voluntary Execution of Agreement.**

Employee represents that he has carefully read this entire Agreement and that he knows and understands its contents. Employee has had the opportunity to receive independent legal advice from attorneys of his choice with respect to the preparation, review, and advisability of executing this Agreement, and by signing the Agreement, acknowledges that he has been advised by IVGID to do so. Employee further represents and acknowledges that he has freely and voluntarily executed this Agreement after independent investigation and without fraud, duress, or undue influence, with a full understanding of the legal and binding effect of this Agreement and with the approval of his legal counsel, if any.

15. **Right of Revocation; Effective Date of Agreement.**

Employee acknowledges that he has been advised to seek the assistance of counsel in negotiating the terms of this Agreement and that he has been provided with the time to consult with an attorney prior to signing this Agreement. Pursuant to the Age Discrimination in Employment Act and the Older Workers' Benefit Protection Act, IVGID hereby notifies Employee that he has up to 21 calendar days within which to consider whether he should sign this Agreement, although he may sign this Agreement in less time if he so chooses. Employee acknowledges and agrees that any changes made to this Agreement, whether material or immaterial, as a result of the Parties' negotiations do not restart the running of the 21-day review period. In addition, should Employee choose to sign the Agreement, he shall have seven (7) calendar days following the date on which he signed the Agreement to revoke this Agreement. If Employee chooses to revoke this Agreement pursuant to this paragraph, Employee shall do so in writing, delivered to IVGID at the address below within the seven-day period. This Agreement does not become effective until the eighth day after Employee signs this Agreement when this seven-day period has elapsed without Employee's revocation of this Agreement (the "Effective Date"). *If Employee chooses to revoke, notice must be sent to and received by the IVGID's Humans Resources Director, Erin Feore, by no later than the time frame referenced above. (Seven (7) calendar days after he signs the Agreement .)*

Employee understands and agrees that he will be entitled to the consideration provided by this Agreement *only* if he does not revoke his signature on this Agreement.

_____ Employee's Initials

[AGREEMENT CONTINUES ON NEXT PAGE]

16. **Counterparts.**

This Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

Dated: _____

EMPLOYEE

By: _____
Bobby Magee

Dated: _____

IVGID

By: _____
Sara Schmitz, Board Chair

MEMORANDUM

TO: Board of Trustees

FROM: Sara Schmitz

SUBJECT: Interim General Manager

DATE: 8/14/2024

I. RECOMMENDATION

The Board makes a motion to appoint an Interim General Manager to fulfill the role until the Board fills the position. The Board may also determine specific goals to be achieved by the Interim General Manager (ie: to address specific issues in the Rubin Brown Report, address the budget vs. actual for staffing, etc.)

II. BACKGROUND

The Board of Trustees hired Bobby Magee in March of 2024 to fulfill the role of General Manager in a multi-year contract. Mr. Magee tendered his resignation in June and is anticipated to conclude his employment on or before October 4th, 2024.

The Board is actively seeking both potential individuals and management companies to fill the role.

To allow staff time to conduct the search and for the Board to decide, appointing an Interim General Manager is recommended.

III. BID RESULTS

N/A

IV. FINANCIAL IMPACT AND BUDGET

Should the Board elect to hire an Interim General Manager, there may be additional costs for salaries and benefits should this person overlap with Mr. Magee.

V. ALTERNATIVES

Options for appointment could include appointing a member of staff, appointing a Trustee, or other options the Board may consider.