

## AGREEMENT TO RENEW EMPLOYMENT AGREEMENT

This Agreement to Renew Employment Agreement is made with reference to the following facts:

- A. The Truckee Tahoe Airport District ("TTAD") has employed Kevin Smith ("Smith") as its General Manager since May 10, 2010.
- B. The current employment agreement between TTAD and Smith, by its terms, expires on September 30, 2016.
- C. Both parties desire to amend and renew that employment agreement with the revisions as set forth below:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. TTAD agrees to employ Smith as its General Manager and Smith agrees to act as TTAD's General Manager pursuant to the existing Employment Agreement, dated \_\_\_\_\_, 2013, except for the revisions noted below.
- 2. The term of this Employment Agreement shall be from October 1, 2016 through September 30, 2019, unless terminated earlier as provided in the Employment Agreement.
- 3. Smith's compensation shall continue at its current rate and shall be adjusted as set forth in Section V. B. of the Employment Agreement.
- 4. Section IX shall be amended to read as follows:

IX. Professional Training/Conferences/Flight Training.

District shall budget for developmental expenses for General Manager to attend official meetings and occasions reasonably adequate to continue the professional development of General Manager and to reasonably pursue necessary official and other functions for the District. Notwithstanding the above, the number of conferences or meetings District will pay for each year and attendance at conferences and meetings shall be at the discretion of the Board by a majority vote as set in the annual District budget. In addition, District shall provide General Manager a stipend in the sum of \$3,000 per fiscal year to be applied toward aviation currency and/or expansion of flying knowledge and experience.

5. Pursuant to the recent revisions to Government Code sections 53243 through 53243.4, it is further agreed that if Smith is convicted of a crime involving abuse of his office, he shall fully reimburse District for those specified payments made by District to Smith.

6. Except as specifically amended above, the terms, conditions and provisions of that \_\_\_\_\_, 2013 Employment Agreement shall remain in full force and effect.

7. This Agreement to Renew Employment Agreement was negotiated between M. Lisa Wallace and Jim Morrison, the District's *ad hoc* committee and Kevin Smith. It was thereafter drafted by Brent P. Collinson, attorney for the District. Kevin Smith acknowledges his right to independent legal counsel to assist him in any and all aspects of this Agreement and has proceeded without the benefit of independent legal counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year opposite their signature.

TRUCKEE TAHOE AIRPORT DISTRICT

\_\_\_\_\_

By: M. Lisa Wallace, Board President

Date: \_\_\_\_\_

\_\_\_\_\_

Kevin Smith, General Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Brent P. Collinson,  
Attorney for the District

Date: \_\_\_\_\_