

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is between Truckee Tahoe Airport District (“the District”) and Robb Etnyre (“Employee”). It is effective as of May 2, 2022.

This Agreement is entered into on the basis of the following facts, among others:

- A. The District has a vacancy in the position of General Manager;
- B. Employee has relevant experience within the industry;
- C. The Board of Directors (“the Board”) of the District desires to appoint Employee as the Interim General Manager of the District, and Employee desires to accept this appointment; and
- D. The District and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE DISTRICT AND EMPLOYEE AGREE AS FOLLOWS:

1. Employee Appointed. The District appoints and employs Employee as interim General Manager, and Employee accepts the appointment and employment effective May 2, 2022.
2. Duties of Employee. Employee shall perform the duties established for the General Manager by State law, the General Manager job description as it may be periodically amended (a current copy of which is attached hereto as Exhibit A), the directions of the Board, or as otherwise provided by law, ordinance, or regulation.
  - (a) Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the District. The District recognizes that Employee provides consulting services to other entities and expects that these services will be performed at a time and in a manner that does not conflict with or interfere with Employee’s duties as General Manager. Employee will only maintain his consulting services to other entities outside normal working hours of the District or during approved vacation time, and without using any property of the District.
  - (b) No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee’s duties.
  - (c) Outside Activities. In order to provide consulting services to outside entities during the District’s business hours, Employee will take personal leave (i.e. vacation time). Employee must obtain approval in advance for any time off from the Board President. Employee has obtained approval to take personal leave on the following dates in 2022: May 5,

6, and 20; June 17; July 22; August 19; September 23; and October 21. Employee will use accrued vacation for those dates. Employee must obtain approval in advance for any additional days of personal leave. If Employee's leave bank does not have sufficient available accrued hours for any approved time off, Employee must take unpaid leave.

3. Hours of Work. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager position. Employee does not have set hours of work, as the General Manager is expected to be available at all times. It is recognized that the General Manager must devote a great deal of time to the business of the District outside of the District's customary office hours, and to that end the General Manager's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Board.

4. Term. The term of this Agreement shall be from the Effective Date through October 31, 2022 (for a period not to exceed **six months**), unless terminated earlier by either party in accordance with the provisions set forth in Paragraph 8.

5. Performance Evaluation. The Board reserves the right, at any time deemed appropriate by the Board, to conduct an evaluation of Employee's performance and provide guidance and direction regarding the Board's goals and objectives which Employee shall be tasked with implementing. The Board also reserves the right to provide informal feedback to Employee regarding Employee's performance.

6. Compensation.

(a) Salary. Employee shall receive a monthly salary of Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), payable on a pro-rata basis on the District's regularly scheduled paydays in the same manner as all full time District employees, and subject to all applicable payroll taxes and withholdings.

(b) Salary Adjustments. In connection with Employee's performance evaluation, the Board can decide, in its sole discretion, whether to award Employee any increase in compensation. In addition, the Board has discretion to award Employee increases in compensation at other times deemed appropriate by the Board. Employee is not guaranteed any compensation increase, even with a positive evaluation or even if other District employees are provided an increase.

(c) Performance Bonus. At the conclusion of Employee's term (October 31, 2022), provided Employee remains actively employed for the full term authorized by this Agreement, the Board will consider Employee's eligibility for a performance bonus, in an amount not to exceed \$22,500. Criteria to be considered include the following: (i) achievement of District strategic objectives; (ii) effective leadership of District staff; (iii) development of meaningful connections within the airport industry and surrounding community; (iv) compliance with the District's revenue and finance goals; and (v) meaningful progress on District's development opportunities.

(d) Benefits. Provided he meets the eligibility criteria set forth in each benefit plan, Employee will be eligible for all regular health and welfare benefits that the District

provides to other full-time employees of the District. Details of those benefits are provided in the District's personnel policies and/or the summary plan description(s).

(i) CalPERS: Given the anticipated length of Employee's employment (6 months) and his status as a non-CalPERS member, Employee is not immediately eligible for CalPERS enrollment. If he should become eligible for CalPERS membership ((i.e., by remaining employed for longer than 6 months or by working 1,000 hours in one Fiscal Year), Employee will be enrolled in CalPERS at the appropriate time.

(ii) Medical Insurance: If Employee elects coverage, the District's contribution toward health benefits shall be equal to that provided to other full-time employees of District as specified in the District's employment policies.

(iii) 457 Plan: Subject to any limitations imposed by law and by the terms of the District's plan, Employee can participate in the District's 457 plan. Employee is responsible to ensure that Employee's contribution and the City's contribution meet Internal Revenue Code Section 457 deferred compensation program requirements.

7. Leave and Other Benefits. In addition to the benefits specified in paragraph 7, Employee shall receive the following benefits.

(a) Vacation; Sick Leave. Employee shall earn and be entitled to use vacation leave as provided in this paragraph. On the Effective Date of this Agreement, in lieu of per-pay period accruals of vacation leave, the District will provide Employee with a lump sum of 24 hours of vacation. After completing eight weeks of employment, Employee will commence accruing vacation leave, consistent with the terms of the District's vacation leave policy, in the amount of 6.154 hours each bi-weekly pay period. Employee is expected to use vacation leave on the dates specified in paragraph 2(c). Employee shall accrue sick leave in accordance with the District's policy on sick leave.

(b) Automobile. Commencing the first full month of employment, Employee shall receive a monthly vehicle allowance of Five Hundred Dollars (\$500.00) per month. The parties intend for this taxable allowance to be in lieu of reimbursement on an itemized basis for mileage, gas, maintenance of a vehicle, etc. Employee shall not be separately reimbursed for mileage driven in Employee's personal vehicle.

8. Termination of Employment.

(a) No Property Interest. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as General Manager. Employee understands and agrees that Employee works at the will and pleasure of the Board, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing.

(b) Notice Required Of Employee. Employee may voluntarily terminate employment at any time by giving not less than forty-five (45) days' notice. Upon Employee's

resignation, Employee shall be paid only for wages earned through the date of separation and any accrued vacation leave.

(c) Severance Pay. If Employee is terminated as General Manager, then Employee shall be eligible to receive a cash payment equivalent to the sum of Employee's then-current monthly salary multiplied by six (6) (or by the remaining number of months/days in the Agreement, whichever is less). The intent of this paragraph is to abide by California Government Code section 53260. This cash payment, at the Board's discretion, will be paid either on a prorated, monthly basis over the number of months involved or as a lump sum. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against District, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this paragraph. Upon termination, employee shall also be paid for any accrued, but unused, vacation leave, but not accrued sick leave.

(d) Ineligibility for Severance Under Certain Conditions. If the termination of Employee is the result of malfeasance, gross mismanagement, and/or an act or acts of moral turpitude, Employee shall not be paid any severance pay. In such an instance, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages or litigation expenses.

9. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

10. Payment of Expenses of Employment. The District shall pay the following usual and customary employment expenses.

(a) The cost of any fidelity or other bonds required by law for the District.

(b) The cost to defend and indemnify Employee to the full extent of the law as provided by the California Government Claims Act (Government Code §810 *et seq.*), or otherwise. Notwithstanding the foregoing, the District's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. The District will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

(c) Subject to budget approval, reasonable dues for Employee's membership in professional organizations associated with the office of General Manager. The District will allow Employee reasonable time away from the District to participate in the annual conferences of these organizations.

(d) Subject to budget approval, the cost of attending conferences or other events (i.e. out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. The District will not reimburse Employee for any expenses related to membership in service clubs.

11. Miscellaneous.

(a) Notices. Notices given under this Agreement shall be in writing and shall be:

- (i) served personally; or
- (ii) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or
- (iii) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

DISTRICT:

Truckee Tahoe Airport District  
Attn: Board President  
10356 Truckee Airport Road  
Truckee, CA 96161  
(530) 587-4119

EMPLOYEE:

Robb Etnyre  
Address last on file

(b) Compliance with Government Code §§53243, 53243.1, & 53243.2.  
If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(i) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the District for such amounts paid;

(ii) if the District pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a

criminal defense), Employee shall be required to fully reimburse the District such amounts paid; and

(iii) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the District shall be fully reimbursed to the District or void if not yet paid to Employee.

For this subsection, “abuse of office or position” means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

(d) Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

(e) Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

(f) Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

(g) Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and the District agree that venue for any dispute shall be in Nevada County, California.

(i) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

(j) No Assignment. Employee may not assign this Agreement in whole or in part.

Dated: \_\_\_\_\_

TRUCKEE TAHOE AIRPORT DISTRICT

By \_\_\_\_\_

Kathryn Rohlf, Board President

Dated: \_\_\_\_\_

EMPLOYEE

\_\_\_\_\_

Robb Etnyre

Approved as to Form:

\_\_\_\_\_

Joshua Nelson, District General Counsel

TAHOE TRUCKEE AIRPORT DISTRICT

Job Description

**GENERAL MANAGER**

**DEFINITION**

To plan, organize, and direct the activities and operations of the District in an effort to maintain and enhance the safety, security and efficiency of the District; to advise and assist the Board of Directors so that the strategic objectives of the airport can be attained; to represent the District's interests with the community and outside organizations; and to ensure Board policies and directives and State and Federal laws are adhered to.

**DISTINGUISHING CHARACTERISTICS**

This is a single-position executive management classification. The General Manager duties are administrative/managerial and highly complex in nature, involving highly technical functions. The incumbent has broad management authority for the day-to-day operations of the District.

**SUPERVISION RECEIVED AND EXERCISED**

Receives policy direction from a publicly elected Board of Directors.

Exercises direct supervision over management staff and indirect supervision to all District staff.

**EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to, the following:**

Develop, plan and implement District goals, objectives, workplans, policies, procedures and programs; develops administrative policies, procedures and work standards to ensure that the goals and objectives are met and that services are provided in an effective, efficient and economical manner. ☐

Direct the development, presentation and administration of the District budget; prepare and oversee the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor revenues and expenditures; prepare and present mid-year adjustments.

Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the District.

Provide highly responsible administrative staff assistance to the Board of Directors; provide liaison between the Board of Directors and District staff.

Recommend policies for Board consideration; meet and coordinate with department managers related to programs and projects; assign projects and programmatic areas of responsibility;



## General Manager

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meet with department managers to identify and resolve organizational and operational problems both within departments and across departmental lines; ensure the successful completion of programs and projects.

Serve as primary District spokesperson; make public presentations; meet and confer with individuals and groups of citizens; explain and interpret District programs, policies, and activities; review and respond to Board member and citizen requests for service and complaints; negotiate and resolve sensitive, significant, and controversial issues.

Prepare materials for the preparation of Board of Directors agendas; attend Board meetings and present material.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor administrative and support systems; identify opportunities for improvement; direct the implementation of changes.

Conduct comprehensive analyses and advise Board of Directors on a wide range of issues, policies, procedures and financial status; prepare and recommend long- and short-term plans for District service provision, asset management, community relations, capital improvements and funding; direct the development of specific proposals for action regarding current and future District needs. ☐

Develop, implement and maintain an adequate system of checks and controls to safeguard District money and property. ☐

Continuously monitor effectiveness of programs to reduce negative impacts of airport operations on the community. ☐

Actively pursue and support the analysis and development of new programs which could benefit long-range success. ☐

Negotiate contracts and agreements; oversee the administration, construction, use and maintenance of all District facilities and equipment. ☐

Serve as the appointing authority for all District employees; oversee the selection, training, professional development and work evaluation of District staff; oversee the implementation of effective employee relations and related programs; provide policy guidance and interpretation to staff; coordinate salary negotiations; serve as final administrative step in grievance appeal process. ☐

Participate on and represent the District to a variety of committees, commissions, meetings, hearings, and other functions.

Research and prepare technical and administrative reports and studies; prepare written correspondence.

Respond to and resolve difficult and sensitive inquiries and complaints.

Direct the preparation of a variety of written correspondence, reports, procedures, monitoring reports and other written materials.

Represent the District at meetings, organizations, service clubs, community organizations and other District, and speak on behalf of the District at these meetings.

Attend and participate in professional groups and committees; stay abreast of new trends and innovations in the field of aviation and public administration.

Remain current on national and local issues with current or potential impact on the District; act as a well-informed advisor to the Board of Directors on District functions, activities, financial status and legal, social and economic issues affecting District activities. ☐

Monitor changes in laws, regulations and technology that may affect District operations; implements policy and procedural changes as required.

Build and maintain positive working relationships with co-workers, Governing Board, other Agency employees and the public using principles of good customer service.

Perform related duties as assigned.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

Principles and practices of special district administration and operations, especially those of an Airport Special District as defined in California Law. ☐

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, State and Federal laws, rules and regulations.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Advanced principles and practices of municipal budget preparation and administration.

Principles and practices of organization, administration and personnel management.

Principles and practices of communication that builds and maintains credibility and transparency with citizens, businesses and the community.

Principles and practices, methods and technical requirements of airport management, organization, administration, financing and community relations.

Research and reporting methods, techniques and procedures. ☒

Current social, political and economic trends and operating problems of airport governance. ☒

Functions, authority, responsibilities and limitations of an elected District Board of Directors. ☒

Pertinent local, State and Federal laws and regulation. ☒

Techniques for effectively representing the District in contacts with governmental agencies, interest groups, community groups, the general public and representatives of professional, regulatory, legislative and media groups. ☒

Safe work practices.

Principles of supervision, training, and performance evaluation.

Modern office equipment including use of applicable computer applications.

Principles and practices of customer service.

Ability to:

Provide administrative and professional leadership and direction for the District. ☒

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations, codes and procedures; observe performance and evaluate staff; problem solve issues related to Agency projects and programs; explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, and write or use a keyboard to through written means; and lift or carry weight of 25 pounds or less.

Develop, implement and administer goals, objectives and procedures for providing effective and efficient airport operations and asset management. ☒

Identify and respond to issues, concerns and needs of the Board, airport users and the community. ☒

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. ☒

Analyze, interpret, summarize and present administrative and technical information and data in an effective manner. ☒

Effectively and fairly negotiate appropriate solutions and contracts. ?

Gain cooperation through discussion, persuasion and consensus building. ?

Interpret and apply District policies and procedures as well as Federal, State and local policies, procedures, laws and regulations.

Operate and use modern office equipment including computers and applicable software.

Communicate clearly and concisely, both orally and in writing. ?

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Effectively represent the District in meetings with the groups above. ?

Interpret, apply and explain complex laws, codes, and regulations. ?

Prioritize work, coordinate projects and programs and ensure that critical deadlines are met. ?

Supervise, train and evaluate assigned personnel.

Use tact, initiative, prudence and independent judgment within general policy guidelines.

Establish and maintain effective working relationships with those contacted in the course of work.

## **EXPERIENCE AND TRAINING**

Any combination of experience and training that would provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

### **Experience:**

Eight years of progressively responsible experience in airport operations, including four years of administrative and management responsibility.

### **Training:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in Aviation Management, Business Administration, Public Administration, Public Affairs/communications, or a related field.

License and/or Certificates

Possession of, or ability to obtain, a valid California driver's license.

Possession of an Accredited Airport Executive (A.A.E.) certificate desirable.

Possession of a Private Pilot license desirable.

**WORK ENVIRONMENT**

Employees in this classification perform a wide variety of administrative tasks indoors. Employees generally utilize computers for the majority of work and work stations are equipped to mitigate exposure to computer/keyboard related issues. The person in this position must be able to respond effectively in an occasionally stressful, multi-tasking environment. Attendance at night, weekend and offsite meetings is required. May be recalled during emergencies, and be required to work occasional weekends/holidays.

**COMMUNITY RELATIONS AND OUTREACH**

All employees of the District have a responsibility to promote a positive image of the District and to inform and educate airport users and constitutes regarding the District's Mission and Core Values. Employees are charged with studying and understanding the District's community benefit, communication, and outreach strategies. Employees at various times throughout the regular course of work, may be required to participate in community relations programs, services, and events as directed by Managers. Employees must have the ability and desire to communicate the District's community relations and outreach objectives with people outside the organization, including represent the District to customers, the public, other government entities, and other external sources.