

EMPLOYMENT AGREEMENT

This Employment Agreement (“this Agreement”) is made and entered into this _____ day of March, 2018 (“Effective Date”), by and between Carson City Airport Authority (“CCAA”), whose principal place of business is 2600 East College Parkway #6, Carson City, Nevada, 89706, and Kenneth G. Moen (“Manager”), 3415 Crabapple Hollow, Sparks, NV 89431, with reference to the following facts and objectives:

RECITALS

NOW, THEREFORE, in consideration of their mutual covenants contained herein, CCAA and Employee (“Manager” hereinafter) hereby agree as follows:

SECTION I EMPLOYMENT TERMS AND CONDITIONS

- 1.1 **Employment.** During the term of this Agreement, CCAA hereby employs Manager, and Manager hereby accepts engagement as Airport Manager of the Carson City Airport.
- 1.2 **Duties/Essential Job Functions.** During the term of this Agreement, Manager shall devote all of Manager’s best efforts and abilities to the performance of his duties under this Agreement, to further CCAA’s interests and to perform diligently and in good faith such duties as are or may be, from time to time, reasonably required by CCAA’s Board of Directors in connection with his/her employment hereunder. Manager shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of the Carson City Airport (“Airport”), subject to the policies and procedures established by CCAA. Manager shall not, without CCAA’s prior written consent, directly or indirectly, render to any other person or organization services of any kind that would interfere, conflict, or detract from the performance of Manager’s duties under this Agreement. Manager’s duties are described more fully in Exhibit A attached hereto. CCAA, with input from Manager, may from time to time modify the job duties set forth in Exhibit A in writing.
- 1.3 **Matters Requiring Consent of CCAA.** Manager shall not, without prior approval from CCAA, take any action which financially commits CCAA to more than Five-Thousand Dollars (\$5,000).
- 1.4 **Term.** The term of this Agreement (the “Contract/Employment Period”) shall be for a period of one (1) year, beginning on the effective date of this Agreement; subject, however, to prior termination as provided herein. After the initial one-year term, this Agreement will automatically be renewed on a year-to-year basis unless Manager or CCAA gives notice of termination at least sixty (60) days prior to the end of the term. The term “Employment Period” shall include the initial one-year period, as well as any renewal period(s).

- 1.5 **CCAA's Authority.** Manager agrees to accept the reasonable decisions of CCAA in the establishment, amendment, or deletion of policies and procedures, conditions of employment, not otherwise agreed upon herein.

SECTION II COMPENSATION

- 2.1 **Compensation.** In consideration of the faithful performance of the above duties and responsibilities to and on behalf of CCAA, CCAA agrees to pay Manager effective March ____, 2018 a salary of Eighty Thousand Dollars (\$80,000) per year (the "Base Salary"), or pro-rata thereof. The Base Salary shall be divisible and payable bi-weekly pursuant to the procedures regularly established by CCAA during the course of this Agreement. The CCAA at its sole discretion, may make/grant salary increases based upon Manager's performance. Such discretion will take into consideration merit, efficiency, competitive examinations and seniority, and may include other considerations.
- 2.2 **Withholding Taxes.** CCAA may withhold from any compensation payable under this Agreement all federal, state, city, or other taxes as may be required pursuant to any law or governmental regulation or ruling.

SECTION III MANAGER BENEFITS

- 3.1 **Use of Automobile.** With the exception of the mileage of traveling to and from work, CCAA shall provide a reimbursement of business mileage at the rate of \$.55 per mile or the current amount per GAO/IRS guidelines.
- 3.2 **Medical Coverage.** Manager shall have the option of receiving health insurance coverage for himself via Nevada Public Employees' Benefits Program (PEBP), and provided at the current Plan Year State Rates. Alternatively, Manager can decline the PEBP insurance and obtain other insurance, under which case, Manager shall receive \$557.38/mo in lieu of PEBP insurance.
- 3.3 **Vacation.** CCAA shall grant Manager three (3) weeks of fully compensated vacation per annum. Manager may carry any earned but unused vacation from one year to the next, not to exceed carryover of more than 160 hours. Manager shall keep and provide accurate work records showing vacation time available and vacation time taken.
- 3.4 **Holiday Benefits.** CCAA agrees to provide Manager, throughout the term of this Agreement with the standard holiday benefits, as offered to other employees/contractors of CCAA, which is a minimum of eleven (11) full days per calendar year. See Exhibit "B".

- 3.5 **Sick Leave Benefit.** CCAA agrees to provide Manager throughout the term of this Agreement with up to a maximum of seven (7) days in aggregate sick leave per annum, for bona fide illness/injury without loss of compensation. Sick leave benefit shall be accumulative and credited into future years if not utilized. Unused sick leave shall not be paid upon termination of this Agreement.
- 3.6 **Conferences and Industry Training.** CCAA shall grant Manager ten (10) days of CCAA-approved continuing education per annum at full pay. Reasonable expenses related thereto, such as tuition/registration, travel, and lodging, up to Five Thousand Dollars (\$5,000.00) shall be borne by CCAA provided funds are budgeted, available, and approved in advance by CCAA.
- 3.7 **Cell Phone.** CCAA shall supply Manager with basic cellular phone and service to be used for Airport business. CCAA shall supply Manager with such other business equipment (eg. a notebook/laptop computer) as may be approved by the Authority or its officer.

SECTION IV BUSINESS EXPENSES

- 4.1 **Business Expenses.** The business of CCAA will require Manager to incur business expenses on behalf of the Airport, and CCAA hereby agrees to reimburse Manager for all budgeted bona fide and reasonable expenses, provided such expenses are documented and reported by invoice to the Treasurer or Chairman of the CCAA. Items over Five Hundred Dollars (\$500.00) must have the prior written approval of CCAA's Treasurer, Chairman or Board of Directors, which may be given electronically.

SECTION V NON-DISCLOSURE COVENANT

- 5.1 **Acknowledgments by the Manager.** Manager acknowledges that (a) during the Employment Period and as a part of his employment, Manager will be afforded access to files, records, agreements, documents, and other information of a confidential nature, all of which are the property of CCAA and are of great value to CCAA in connection with its business ("Confidential Information"); (b) public disclosure of such Confidential Information could have an adverse effect on CCAA and its business; (c) CCAA has required that Manager make the covenants in this Section V as a condition to his employment with CCAA; and (d) the provisions of this Section V are reasonable and necessary to prevent the improper use or disclosure of Confidential Information.
- 5.2 **Confidentiality.** As part of the consideration of this Agreement, Manager covenants as follows:

(i) During and following the Agreement Period, Manager will hold in confidence the Confidential Information and will not disclose it to any person except with the specific prior written consent of CCAA or except as otherwise expressly permitted by the terms of this Agreement or compelled by the legal process (e.g. subpoena).

(ii) Any trade secrets of CCAA will be entitled to all of the protections and benefits under the Nevada Trade Secrets Act, Nevada Revised Statutes, NRS 600A.030 et seq. and any other applicable law.

(iii) Manager will not remove from Airport's premises (except to the extent such removal is for purposes of the performance of Manager's duties at home or while traveling, or except as otherwise specifically authorized by CCAA) any Confidential Information. Upon termination of this Agreement by either party, or upon the request of CCAA during the Employment Period, Manager will return to CCAA all of CCAA's properties, including by not limited to, all Confidential Information, and Manager shall not retain any paper, electronic or other copies, abstracts, sketches, or other physical embodiment of any of the Confidential Information.

5.3 Disputes or Controversies. All disputes or controversies arising from or relating to this Agreement shall be submitted for adjudication to any court, arbitration panel, or other third party as set forth in paragraphs 7.5 and 7.6, with the intent that the secrecy of Confidential Information be protected. To the extent permitted by law, all pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by CCAA, Manager, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy.

SECTION VI **TERMINATION**

6.1 Events of Termination. The Employment Period, Manager's Base Salary, and any and all other rights of Manager under this Agreement or otherwise as an Manager of CCAA will terminate (except as otherwise provided in this Section):

- (a) Upon the death of Manager;
- (b) Upon the disability of Manager (as defined in Section 6.2) immediately upon notice from either party to the other; or
- (c) For Cause (as defined in Section 6.3) immediately upon notice from CCAA to Manager, or at such later time as such notice may specify.

The Chairman of the CCAA may take disciplinary action on matters for cause in lieu of termination and such action shall include notice to the Manager and a right of review by the CCAA of actions taken.

6.2 Definition of Disability. For purposes of Section 6.1, Manager will be deemed to have a “disability” if, for physical or mental reasons, Manager is unable to perform Manager’s duties under this Agreement. The disability of Manager will be determined by a medical doctor selected by written agreement of CCAA and Manager upon the request of either party by notice to the other. If CCAA and Manager cannot agree on the selection of a medical doctor, each of them will select a medical doctor and the two medical doctors will select a third medical doctor who will determine whether Manager has a disability. The determination of the medical doctor selected under this Section 6.2 will be binding on both parties. Manager must submit to a reasonable number of examinations by the medical doctor making the determination of disability under this Section 6.2, and Manager hereby authorizes the disclosure and release to CCAA of such determination and all supporting medical records. If Manager is not legally competent, Manager’s legal guardian or duly authorized attorney-in-fact will act in Manager’s stead, under this Section 6.2, for the purposes of submitting Manager to the examinations, and providing the authorization of disclosure, required under this Section 6.2.

6.3 Definition of “For Cause”. For purposes of Section 6.1, the phrase “For Cause” means:

- (a) Manager’s breach of this Agreement;
- (b) Manager’s failure to adhere to any written CCAA policy if Manager has been given a reasonable opportunity to comply with such policy or cure his failure to comply;
- (c) the appropriation or attempted appropriation of a material business opportunity of CCAA, including attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of CCAA;
- (d) the misappropriation or attempted misappropriation of any of Airport’s or CCAA’s funds, property, or Confidential Information;
- (e) the conviction of, the indictment for or its procedural equivalent, or the entering of a guilty plea or plea of no contest with respect to, a felony, the equivalent thereof, or any other crime with respect to which imprisonment is a possible punishment, or;
- (f) failure to follow through on requests or directions made by the CCAA, such that said failure impedes the business of the Airport/CCAA.

6.4 Termination Pay. Effective upon the termination of this Agreement, CCAA will be obligated to pay Manager (or, in the event of his death, his designated beneficiary) only such compensation as is provided in this Section 6.4.

(a) **Termination by Manager, without cause.** If Manager terminates this Agreement for any reason other than cause per Section 6.3, CCAA will pay Manager his Base Salary only through the date such termination is effective.

(b) **Termination by Manager, for cause.** If Manager terminated this Agreement for cause as stated in 6.3, Manager will be entitled to receive Base Salary and accrued benefits through the date of termination.

(c) **Termination by CCAA for Cause.** If CCAA terminates this Agreement for cause, Manager will be entitled to receive his Base Salary only through the date such termination is effective.

(d) **Termination upon Disability.** If this Agreement is terminated by either party as a result of Manager's disability, as determined under Section 6.2, CCAA will pay Manager his Base Salary and accrued benefits through the remained of the calendar month during which such termination is effective.

(e) **Termination upon Death.** If this Agreement is terminated because of Manager's death, Manager's beneficiary will be entitled to receive Base Salary and accrued benefits through the end of the calendar month in which Manager's death occurs.

SECTION VII **GENERAL PROVISIONS**

- 7.1 **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, on whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement. The parties waive any separate cause of action under NRS 844, Section 24 (hiring, promoting, discharging) and agree that this agreement shall be the sole basis for engagement and remedies thereunder.
- 7.2 **Assignment.** Neither party to this Agreement may assign its obligations under this Agreement without the expressed written consent of the other party.

- 7.3 Notices.** All notices, requests or other communications called for hereunder shall be in writing and shall be deemed given (i) on the date of delivery if delivered personally; (ii) one day after being sent by a nationally-recognized commercial overnight service; one day after being sent electronically to the approved email address for the party or (iii) four days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the addresses identified at the beginning of this Agreement, or at such other addresses as the parties may later designate in writing. The parties will use email where possible to provide immediate notices, requests or other communications, receipt of which shall constitute delivery.
- 7.4 Governing Law.** This Agreement will be governed by the laws of the State of Nevada without regard to conflicts of laws principles.
- 7.5 Arbitration.** Any and all disputes, controversies or claims arising under or in connection with this Agreement, including without limitation, fraud in the inducement of this Agreement, or the general validity or enforceability of this Agreement, shall be governed by the laws of the State of Nevada, without giving effect to its conflict of law's provisions and shall be submitted to binding arbitration before one arbitrator of and in accordance with NRS Chapter 38. All expenses of any arbitration shall be borne equally by the parties. All fees, including legal fees shall be borne by the party who incurred said fees. The award of the arbitrator shall be final and enforceable in the courts of Nevada. All costs of enforcement are to be borne by the losing party. In reaching his or her decision, the arbitrator shall have no authority to change or modify any provision of this Agreement. Each party shall have the right to discovery in accordance with the *Nevada Rules of Civil Procedure* so long as all discovery is conducted under a confidentiality order issued by the arbitrator prohibiting the use of any information disclosed or delivered in the discovery process except for use within the Arbitration. Upon conclusion of the arbitration, all documents or tangible items disclosed must be returned to the party who produced the items.
- 7.6 Jurisdiction.** Notwithstanding the arbitration clause in Section 7.5, above, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Nevada, Carson City, a consolidated municipality, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Nevada, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party at the addresses designated in this document.
- 7.7 Attorney's Fees.** Notwithstanding the arbitration clause above, if any party to this Agreement shall bring any action for relief against the other party, declaratory or otherwise, arising of this Agreement, each party shall bear their

own attorneys' fees incurred in bringing such suit and/or enforcing a judgment granted thereon.

- 7.8 Section Headings, Construction.** The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 7.10 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 7.11 Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

CCAA:
Carson City Airport Authority

Manager:
Kenneth G. Moen

By: _____

Its: Chairman

EXHIBIT "A"

General Duties - Carson City Airport Manager

PRIMARY RESPONSIBILITIES: To plan, direct, and coordinate the operations, development, construction, and maintenance of airport facilities in accordance with government and board laws, rules, regulations, and policies. Primary responder for airport related incidents and accidents 24 hours a day, seven days a week.

ESSENTIAL FUNCTIONS:

Directs the regular operations of the airport. Supervises the maintenance personnel in carrying out assigned duties. Oversees efforts of technical and professional contractors to ensure spending and results are in line with airport objectives and the annual budget. Implement snow removal plan. Oversees maintenance plan and ensures continuance of daily operations. Maintains proper records of operations, leases, projects, grants, proposals, budget, employee data, and other business-related issues.

Develops and implements plans for economic and business development that work to maximize the use of land side and airside airport owned lands to enhance budget and ensure the future financial viability of the airport.

Prepares annual CCA operating budget, include capital improvements, with assistance of outside CPA service and Carson City Airport Authority (CCAA) Treasurer. Monitors expenditures to ensure proper and efficient management of funds. Ensures timely and accurate accounting entries and administrative activities. Adjusts plans and expenditures as necessary, with approval of the Chairman and Treasurer of the CCAA.

Plan, direct, coordinate, and review Airport work plan. Meet with CCAA, City staff, and contractors to identify and resolve problems, assign work priorities, monitor work flow, evaluate work products, and adjust work plan as needed considering weather, contractor issues, funding, and other unforeseen circumstances.

Ensures compliance with all applicable regulations, policies, and procedures, including operations, financial, safety, environmental, and in cases of emergency. Ensure appropriate training is provided and the training is documented. Recommends, develops, and implements Carson City Airport (CCA) policies and procedures. Maintains desk manual documenting administrative procedures. Maintains employee manual. Develops and maintains operating rules and procedures for airport, including varying types of aircraft.

Consults with CCAA members, government officials, tenants, and air service representatives concerning development and upkeep of land and facilities. Designs and implements plans for developing land side and air side space to optimize land use and increase airport revenues. Optimizes airport utilization by attracting new business, airport tenants, and based aircraft.

Maintains a sound working relationship with the Federal Aviation Administration (FAA). Sends operational reports and policy changes and to the FAA as instructed by the CCAA. Responds to FAA requests for information. Keeps CCAA members apprised of FAA requests and regulatory changes.

Investigates and resolves tenant complaints, with the objective of positive tenant/CCAA relations. Recommends course of action where lessees/ tenants do not comply with any of requirements of tenancy, including 1) Carson City Municipal Code Title 19 rules, 2) CCA safety rules, 3) language of lease agreements, and 4) applicable FAA regulations.

Plans, organizes, and manages approved special events, including but not limited to, arrivals/departures, crowd control, obtaining City permits, follow-up correspondence, and other tasks needed for successful events and safe utilization of the Airport.

Represents airport before civic and community groups as well as government agencies.

If required, and approved by the CCAA, directs studies on noise abatement, to minimize complaints of excessive noise from operations, drones, and low flying aircraft while maintaining high standards of safety.

Negotiates with air service agencies and shop owners concerning leases and operation of sub-contracted facilities.

Other duties as assigned.

REPORTING RELATIONSHIPS: Reports to the Carson City Airport Authority; primary contact with the Chairman of the Authority, as well as, other officers and Authority members.

EXHIBIT "B"

HOLIDAYS

January 1.....	New Year's Day
Third Monday in January.....	Martin Luther King, Jr.'s Birthday
Third Monday in February.....	Washington's Birthday
Last Monday in May.....	Memorial Day
July 4.....	Independence Day
First Monday in September.....	Labor Day
Last Friday in October.....	Nevada Day
November 11.....	Veterans' Day
Fourth Thursday in November.....	Thanksgiving Day
Friday following 4th Thurs. in Nov.....	Family Day
December 25.....	Christmas Day