

EMPLOYMENT AGREEMENT

This Employment Agreement is made by Indian Wells Valley Airport District (“District”) and Scott Seymour (“Seymour”) as of _____, 2021.

Whereas, District is a California Airport District, and is empowered to hire a general manager and enter into contracts necessary or convenient for the exercise of any of the powers of the District; and

Whereas, Seymour has served as the District’s General Manager since 2006, and Seymour and District desire to memorialize the terms of Seymour’s employment;

Now, therefore, for good and valuable consideration received, the parties agree as follows.

1. Duties.

Seymour shall serve at the will of the District’s Board of Directors as General Manager, and perform those duties prescribed in the California Airport District Act (Public Utilities Code section 22001, *et seq.*), the District’s Administrative Code, as amended from time-to-time, and as directed by the Board.

2. Term and Termination.

(a) Term. This Agreement shall be for _____ years or until terminated by District or Seymour.

(b) Termination. Seymour’s employment is at-will. Either party may terminate this Agreement at any time for any or no reason.

3. Compensation.

(a) Seymour’s salary shall be one hundred and fourteen thousand Dollars (\$114,500) per year to be paid in accordance with District’s payroll policies and practices. Seymour’s salary shall be adjusted from time to time by the Board.

(b) Except as provided herein, Seymour shall be provided the same fringe benefits, health and welfare insurance, disability insurance, and other benefits as are provided to other regular, full-time District employees.

4. Retention Bonus

(a) District desires to retain Seymour as General Manager, and as an inducement for Seymour to maintain his employment with District, District will pay Seymour a retention bonus as follows:

- (1) \$5,000 on March 8th, 2022, if Seymour continuously maintains his employment with District as General Manager during the prior 12 months.

- (2) \$5,000 on March 8th, 2023, if Seymour continuously maintains his employment with District as General Manager during the prior 12 months.
- (3) \$5,000 on March 8th, 2024, if Seymour continuously maintains his employment with District as General Manager during the prior 12 months.

(b) If Seymour leaves his employment with the District, or District terminates Seymour's employment for cause, he shall not be entitled to a bonus, in full or pro-rated, for that and any subsequent period. If District terminates Seymour's employment for convenience, _____.

(c) In the event of Seymour' death, his beneficiaries shall receive the bonus amount for the year of his death.

5. Other.

- (a) Seymour's performance may be evaluated annually.
- (b) The Board may assign such other duties to Seymour as are consistent with his role as General Manager.
- (c) This Agreement may be amended only in a writing signed by both parties.
- (d) This Agreement has been drafted by both parties, and shall not be interpreted in favor of or against either party.
- (e) Any notice required under this Agreement shall be personally delivered or mailed via certified mail to the last known address of the other party.
- (f) In any legal action or proceeding arising from this Agreement, the prevailing party shall recover its costs, expenses, and fees, including reasonable attorney fees, including any incurred on appeal or in the enforcement of a judgment.
- (g) If any provision of this agreement is found invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this agreement, and all other provisions of this agreement shall be deemed valid and enforceable. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this agreement, or otherwise to amend this agreement to achieve such result.

Indian Wells Valley Airport District

Scott Seymour

By _____
Jim Paris, President

General Manager

Attest by:

By _____
Russ Bates, Vice-President

Approved as to form:

Scott Navé, District Counsel