

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 24<sup>th</sup> day of October 2011, by and between the NORTH YUBA WATER DISTRICT, a Municipal Corporation, hereinafter called the "District," and Jeffrey L. Maupin, hereinafter called "Employee."

### RECITALS

A. District desires to retain the services of Employee in the position of General Manager, and Employee desires employment as General Manager of the District;

B. The Board of Directors desires to:

- (1) Retain the services of Employee.
- (2) Encourage the highest standards of fidelity and public service on the part of Employee.
- (3) Provide a just means for terminating Employee's employment and this Agreement when District may desire to do so.

C. The parties further desire to establish the Employee's conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Duties. District hereby employs Employee as General Manager of District to perform the functions and duties of the General Manager and Executive Director as specified in the County Water District Law, Water Code Sections 30000 et seq. and to perform such other legally permissible and proper duties and functions as the Board of Directors may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employ of District and not to become otherwise employed or self employed while this Agreement is in effect without the prior written approval of the Board of Directors.

2. Hours of Work. Employee shall maintain a regular work schedule approved by the Board of Directors which is expected to be 40 hours, or five working days, per week. Employee's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at Board of Directors meetings. Employee shall not be entitled to additional compensation for such time.

3. Term. This Agreement shall be effective October 24, 2011 and will remain in force and effect until terminated as provided herein.

4. Salary. District shall pay employee for the performance of Employee's duties under this Agreement a monthly salary of \$7,500.00, less customary and legally required payroll deductions. Salary and/or benefit adjustments shall be considered by the Board of

Directors annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 10 of this Agreement. District shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the District. District shall pay Employee a \$5,000.00 salary advance to assist him with relocation expenses upon execution of this Agreement by both parties. Employee shall repay this advance, without interest, by payroll deduction or otherwise, upon the sooner of (i) October 23, 2012 or (ii) such earlier date as this Agreement may terminate, whether by termination, resignation, death or for any other reason. Employee agrees to establish his residence within a 45-minute drive of the District office on or before April 24, 2012.

5. Automobile. District will provide Employee a monthly auto allowance of \$300, which Employee acknowledges shall be subject to taxation if and as required by law. Except as expressly provided herein, Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and replacement of any personal automobile he may use in the conduct of the District's business.

6. Retirement and/or Deferred Compensation. District shall provide Employee with a qualified deferred compensation program under Internal Revenue Code Section 457 and will fund 10% of Employee's gross wages but will not otherwise match Employee's contributions to that plan.

7. Medical and Other Insurance. District shall provide Employee with the insurance benefits afforded all employees of the District pursuant to the current memorandum of understanding between District and Laborers' Union, Local 185.

8. General Expenses and Business Equipment. District recognizes that Employee may incur certain expenses of a non-personal and job-related nature. District agrees to reimburse Employee for reasonable expenses which are authorized by the District budget, submitted to the Board of Directors for approval, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the District.

9. Official and Professional Development Expenses. District shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the Board of Directors for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the District, such as the Association of California Water Agencies and the Northern California Water Association. Notwithstanding the foregoing, the District Board shall have discretion to establish appropriate amounts, in the annual District budget or otherwise, for official and professional development expenses and travel costs.

10. Performance Evaluation. The Board of Directors shall review and evaluate Employee's performance at least once annually. The Board of Directors and Employee shall annually develop mutually agreeable performance goals and criteria which the Board of

Directors shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the Board of Directors.

11. Indemnification. District shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.

12. Other Terms and Conditions of Employment.

(A) The Board of Directors may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement; the County Water District Law, Water Code Sections 30000 et seq.; or other applicable law.

(B) The provisions of the District's Personnel Policy Manual ("Rules") shall apply to Employee to the extent they explicitly apply to the position of General Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as General Manager. At such times as Employee is serving as General Manager, Employee is an at-will employee serving at the pleasure of the Board of Directors and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement, as required by Water Code Section 30542.

(C) Except as provided below, from and after October 24, 2011, and until such time as the Rules entitle him to a great amount, Employee shall be entitled to 18 days of vacation with pay per year. Except as expressly provided in this Agreement, vacation accruals shall be governed by the Rules.

(D) Employee shall be exempt from paid overtime compensation or compensatory overtime.

(E) Employee shall be entitled to paid holidays pursuant to the Rules.

(F) Except as expressly provided in this Agreement, District will provide Employee other benefits on the same terms as such benefits are provided to other employees of the District or as mandated by state or federal law.

13. General Provisions.

(A) This Agreement constitutes the entire agreement between the parties. District and Employee hereby acknowledge that they have neither made nor accepted any other

promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the Board of Directors, and executed on behalf of the District.

(B) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(C) This Agreement may be terminated by either party with or without notice and with or without cause. Notice of termination to District shall be given in writing to District, either by personal service or by registered or certified mail, postage prepaid, addressed to District as follows:

President, Board of Directors  
North Yuba Water District  
8691 LaPorte Road  
P.O. Box 299  
Brownsville, CA 95919-0299.

With a courtesy copy to:

Michael G. Colantuono, Esq.  
North Yuba Water District General Counsel  
11364 Pleasant Valley Road  
Penn Valley, CA 95946-9000.

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in District's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2<sup>nd</sup>) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to give District not less than 30 days' written notice of his resignation.

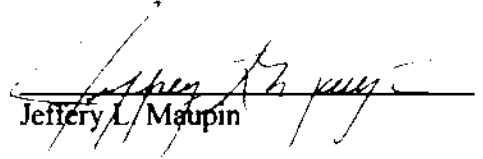
(D) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(E) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the District and the District shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day

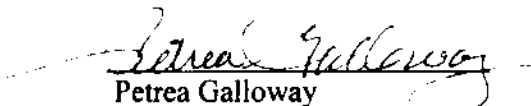
and year first above written.

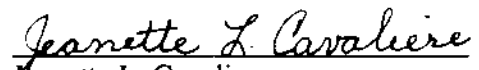
**EMPLOYEE**

  
Jeffery L. Maupin

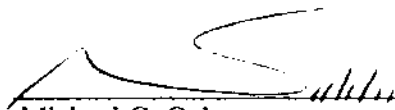
**NORTH YUBA WATER DISTRICT**

ATTEST:

  
Petrea Galloway  
AUDITOR

  
Jeanette L. Cavaliere  
PRESIDENT

Approved as to form:

  
Michael G. Colantuono  
GENERAL COUNSEL

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the 24<sup>th</sup> day of October 2012, by and between the NORTH YUBA WATER DISTRICT, a Municipal Corporation, hereinafter called the "District," and Jeffrey L. Maupin, hereinafter called "Employee."

**RECITALS**

A. The District and Employee entered into an Employment Agreement dated October 24, 2011 ("the Agreement").

B. That Agreement entitled Employee to an annual review of his performance and compensation, which was accomplished on October 25, 2012. As a result of that favorable evaluation, the Board of the District desires to amend the agreement to extend its term, increase Employee's compensation and to schedule a further performance evaluation;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree to amend the Agreement as follows:

4. SALARY. Paragraph 4 of the Agreement is hereby amended to read as follows: As of October 24, 2012, District shall increase employee's monthly salary for the performance of Employee's duties under this Agreement from \$7,500.00 to \$7,916.67, less customary and legally required payroll deductions. Salary and/or benefit adjustments shall be considered by the Board of Directors annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 10 of this Agreement. District shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the District.

10. PERFORMANCE EVALUATION. Paragraph 10 of the Agreement is hereby amended to read as follows: The Board of Directors shall review and evaluate Employee's performance on or before April 24, 2013 and at least once annually thereafter. The Board of Directors and Employee shall annually develop mutually agreeable performance goals and criteria which the Board of Directors shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the Board of Directors.

Except as modified by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

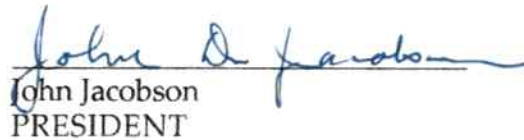
**EMPLOYEE**

  
Jeffrey L. Maupin

**NORTH YUBA WATER DISTRICT**

ATTEST:

  
Petrea Galloway  
AUDITOR

  
John Jacobson  
PRESIDENT

Approved as to form:

  
Michael G. Colantuono  
GENERAL COUNSEL

SECOND AMENDMENT TO  
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 22nd day of April 2013, by and between the NORTH YUBA WATER DISTRICT, a Municipal Corporation, hereinafter called the "District," and Jeffrey L. Maupin, hereinafter called "Employee."

RECITALS

A. The District and Employee entered into an Employment Agreement dated October 24, 2011 ("the Agreement").

B. That Agreement was amended on October 24, 2012 (First Amendment to Employment Agreement) to change the term, compensation, and evaluation provisions of the Agreement.

C. The Board of the District desires to amend the agreement to extend its term and to increase Employee's compensation;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 3 "Term" is modified to read as follows:

"3. Term. This Agreement shall be effective October 24, 2013 and will remain in force and effect until October 24, 2015, or until otherwise terminated as provided herein."

2. Paragraph 4 "Salary" is modified to read as follows:

"4. Salary. As of October 24, 2013, District shall increase employee's monthly salary for the performance of Employee's duties under this Agreement from \$7,916.67 to \$8333.34, less customary and legally required payroll deductions. Salary and/or benefit adjustments shall be considered by the Board of Directors annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 10 of this Agreement. District shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the District."

Except as modified by this Amendment, the Agreement shall remain in full force and effect.




IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**EMPLOYEE**

  
Jeffrey L. Maupin

**NORTH YUBA WATER DISTRICT**

ATTEST:

  
Petrea Galloway  
AUDITOR

  
Loren Olsen  
PRESIDENT

Approved as to form:

\_\_\_\_\_  
Michael G. Colantuono  
GENERAL COUNSEL

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THIRD AMENDMENT TO  
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 11th day of June 2015, by and between the NORTH YUBA WATER DISTRICT, a Municipal Corporation, hereinafter called the "District," and Jeffrey L. Maupin, hereinafter called "Employee."

RECITALS

A. The District and Employee entered into an Employment Agreement dated October 24, 2011 ("the Agreement").

B. That Agreement was amended on October 24, 2012 (First Amendment to Employment Agreement) to change the term, compensation, and evaluation provisions of the Agreement.

C. The Agreement was amended again on April 22, 2013 to change the term and compensation provisions of the Agreement.

D. The Board desires to amend the Agreement again to extend its term, to add to the job duties of Employee, and to increase Employee's compensation.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree to amend the Agreement as follows:

1. Duties. Paragraph 1 of the Agreement is hereby amended to read as follows:

District hereby employs Employee as General Manager of District to perform the functions and duties of the General Manager, Executive Director, and Superintendent, as specified in the County Water District Law, Water Code Sections 30000 et seq. and to perform such other legally permissible and proper duties and functions as the Board of Directors may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employ of District and not to become otherwise employed or self-employed while this Agreement is in effect without the prior written approval of the Board of Directors.

2. Salary. Paragraph 4 of the Agreement is hereby amended to read as follows:

As of June 11, 2015, District shall increase employee's monthly salary for the performance of Employee's duties under this Agreement from \$8,333.34 to \$10,000.00, less customary and legally required payroll deductions. Salary and/or benefit

adjustments shall be considered by the Board of Directors annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 10 of this Agreement. District shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the District.

3. Automobile. Paragraph 5 of the Agreement is hereby amended to read as follows:

District will provide Employee a District-owned vehicle for his use for purposes of fulfilling his duties under this Agreement.

Except as modified by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.


**EMPLOYEE**

  
Jeffrey L. Maupin

**NORTH YUBA WATER DISTRICT**

ATTEST:

  
Heidi Naether  
AUDITOR

  
Donald Forgyson  
PRESIDENT

Approved as to form:

  
Michael R. Cobden  
ASSISTANT GENERAL COUNSEL

## **FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT ("Fourth Amendment") is made and entered into as of the 22nd day of February 2018, by and between the NORTH YUBA WATER DISTRICT, a Municipal Corporation, hereinafter called the "District," and Jeffrey L. Maupin, hereinafter called "Employee."

### RECITALS

A. The District and Employee entered into an Employment Agreement dated October 24, 2011 ("Employment Agreement").

B. That Employment Agreement was amended on October 24, 2012 ("First Amendment to Employment Agreement") to change the term, compensation, and evaluation provisions of the Agreement.

C. The Employment Agreement was amended again on April 22, 2013 ("Second Amendment to Employment Agreement") to change the term and compensation provisions of the Agreement.

D. The Employment Agreement was amended again on June 11, 2015 ("Third Amendment to Employment Agreement") to change the term, add job duties of the Employee, and to increase Employee's compensation.

E. The Employment Agreement, the First Amendment to Employment Agreement, the Second Amendment to Employment Agreement, and the Third Amendment to Employment Agreement shall be referred to herein collectively as the "Agreement."

F. The Board desires to amend the Agreement again to reflect the basis for employment and to make changes to the general terms and conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree to amend the Agreement as follows:

1. Paragraph B (1) of the Agreement's Recitals is hereby amended to read as follows:

"(1) Retain the services of Employee based on prior experience."

2. Paragraph 1 of the Agreement, Duties, is amended to read as follows:

“1. Duties. District hereby employs Employee as General Manager of District to perform the functions and duties of the General Manager, Executive Director as specified in the County Water District Law, Water Code Sections 30000 et seq., and to perform such other legally permissible and proper duties and functions as the Board of Directors may from time to time assign to Employee. Employee agrees to devote Employee’s full time and effort to the performance of this Agreement.”

3. Paragraph 12 of the agreement, Other Terms and Conditions of Employment, Section (C), is amended to read as follows:

“(C) Employee shall be entitled to 25 days of vacation with pay per year, which may be taken in pay or time off.

4. Paragraph 13 of the Agreement, General Provisions, Section (C), is amended to read as follows:

“(C) Employee’s employment with District may be terminated by either party only in accordance with the provisions of paragraph 13(C) of this Agreement. Employee may terminate this Agreement at any time by giving District not less than 30 days’ written notice of his resignation.

In the event the District terminates Employee’s employment pursuant to this paragraph 13(C), the Employee shall be provided with a severance package in an amount equal to the total value of 18 months of service by Employee under the terms of this Agreement, with the amount to be based upon the salary being paid to Employee immediately prior to the date of termination, plus all benefits. The total severance package shall be paid to Employee on the date of termination. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the death of the Employee.

Notice of termination by Employee to District shall be given in writing to District, either by personal service or by registered or certified mail, postage prepaid, addressed to District as follows:

“President, Board of Directors  
North Yuba Water District  
8691 LaPorte Road  
P.O. Box 299  
Brownsville, CA 95919-0299

"With courtesy copy to:

"Barbara A. Brenner, Esq.  
North Yuba Water District  
1414K Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

"Any notice to Employee, if mailed, shall be addressed to Employee at the address then shown in District's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have been duly given on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is given."

5. In the event of any ambiguity or inconsistency between the terms and conditions of this Fourth Amendment and the Agreement, the terms and conditions of this Fourth Amendment shall prevail. The Agreement shall remain in full force and effect, except as modified by this Fourth Amendment.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**NORTH YUBA WATER DISTRICT**

  
\_\_\_\_\_  
Don Ferguson, PRESIDENT

**EMPLOYEE**

  
\_\_\_\_\_  
Jeffrey L. Maupin

ATTEST:

  
\_\_\_\_\_  
Heidi Naether  
AUDITOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara A. Brenner  
GENERAL COUNSEL

**FOURTH AMENDMENT TO  
EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT ("Fourth Amendment") is made and entered into as of the 22nd day of February 2018, by and between the NORTH YUBA WATER DISTRICT, a Municipal Corporation, hereinafter called the "District," and Jeffrey L. Maupin, hereinafter called "Employee."

RECITALS

A. The District and Employee entered into an Employment Agreement dated October 24, 2011 ("Employment Agreement").

B. That Employment Agreement was amended on October 24, 2012 ("First Amendment to Employment Agreement") to change the term, compensation, and evaluation provisions of the Agreement.

C. The Employment Agreement was amended again on April 22, 2013 ("Second Amendment to Employment Agreement") to change the term and compensation provisions of the Agreement.

D. The Employment Agreement was amended again on June 11, 2015 ("Third Amendment to Employment Agreement") to change the term, add job duties of the Employee, and to increase Employee's compensation.

E. The Employment Agreement, the First Amendment to Employment Agreement, the Second Amendment to Employment Agreement, and the Third Amendment to Employment Agreement shall be referred to herein collectively as the "Agreement."

F. The Board desires to amend the Agreement again to reflect the basis for employment and to make changes to the general terms and conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree to amend the Agreement as follows:

1. Paragraph B (1) of the Agreement's Recitals is hereby amended to read as follows:

"(1) Retain the services of Employee based on prior experience."

2. Paragraph 1 of the Agreement, Duties, is amended to read as follows:

"1. Duties. District hereby employs Employee as General Manager of District to perform the functions and duties of the General Manager, Executive Director as specified in the County Water District Law, Water Code Sections 30000 et seq., and to perform such other legally permissible and proper duties and functions as the Board of Directors may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement."

3. Paragraph 12 of the agreement, Other Terms and Conditions of Employment, Section (C), is amended to read as follows:

"(C) Employee shall be entitled to 25 days of vacation with pay per year, which may be taken in pay or time off.

4. Paragraph 13 of the Agreement, General Provisions, Section (C), is amended to read as follows:

"(C) Employee's employment with District may be terminated by either party only in accordance with the provisions of paragraph 13(C) of this Agreement. Employee may terminate this Agreement at any time by giving District not less than 30 days' written notice of his resignation.

In the event the District terminates Employee's employment pursuant to this paragraph 13(C), the Employee shall be provided with a severance package in an amount equal to the total value of 18 months of service by Employee under the terms of this Agreement, with the amount to be based upon the salary being paid to Employee immediately prior to the date of termination, plus all benefits. The total severance package shall be paid to Employee on the date of termination. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the death of the Employee.

Notice of termination by Employee to District shall be given in writing to District, either by personal service or by registered or certified mail, postage prepaid, addressed to District as follows:

"President, Board of Directors  
North Yuba Water District  
8691 LaPorte Road  
P.O. Box 299  
Brownsville, CA 95919-0299



"With courtesy copy to:

"Barbara A. Brenner, Esq.  
North Yuba Water District  
1414K Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

"Any notice to Employee, if mailed, shall be addressed to Employee at the address then shown in District's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have been duly given on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is given."

5. In the event of any ambiguity or inconsistency between the terms and conditions of this Fourth Amendment and the Agreement, the terms and conditions of this Fourth Amendment shall prevail. The Agreement shall remain in full force and effect, except as modified by this Fourth Amendment.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**NORTH YUBA WATER DISTRICT**

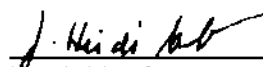
**EMPLOYEE**

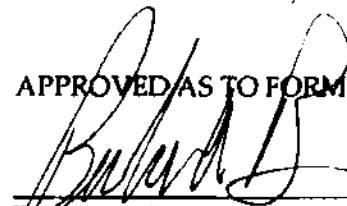
  
\_\_\_\_\_  
Don Ferguson, PRESIDENT

  
\_\_\_\_\_  
Jeffrey L. Maupin

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Heidi Naether  
AUDITOR

  
\_\_\_\_\_  
Barbara A. Brenner  
GENERAL COUNSEL