

EL DORADO IRRIGATION DISTRICT

EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made this 9th day of January, 2017, by and between the El Dorado Irrigation District, a public agency organized and operating under the California Irrigation District Law ("District") and Brian D. Poulsen, Jr. ("Employee"), to set forth the terms and conditions of Employee's employment as District's General Counsel, as follows:

1. Appointment and Status

Effective January 2, 2017 ("Effective Date"), District hereby appoints Employee and Employee agrees to serve as District's General Counsel. Employee's status shall be as an "at will" employee, serving at the pleasure of, and reporting solely and directly to, the District's Board of Directors.

2. Term

This Agreement shall commence on the Effective Date and continue in effect until January 2, 2018, unless earlier terminated as provided in Section 7 below. Although the failure to do so shall not affect the term of this Agreement, District's Board of Directors shall endeavor in good faith to provide at least 60 days written notice before the Agreement's expiration of the Board's intent not to offer a new or extended Agreement. Employee shall likewise endeavor in good faith to provide at least 60 days written notice before the Agreement's expiration of Employee's intent not to accept a new or extended Agreement. If, after the third quarterly review (as provided for in Paragraph 6), and not later than 60 days prior to the expiration of the term of this Agreement, the Board of Directors determines that Employee's job performance is satisfactory (which, for purposes of this Agreement shall be defined as a "meets expectations" evaluation from at least three Board Members), Employee and the Board of Directors shall meet and confer to renew and/or extend this Agreement, prior to its expiration.

3. Duties

(a) Under the direction of the District's Board of Directors, Employee shall perform all lawful acts necessary or advisable to fulfill the job duties set forth in the Class Specification annexed hereto as Exhibit A. Employee states that he has read the Exhibit A and affirms that he is qualified to perform all duties, and physically able to perform the essential duties, as described therein.

(b) Employee shall perform his duties diligently within the time parameters set by the Board of Directors, to the best of his ability and in accordance with the highest professional and ethical standards of the industry. Employee shall work the hours that are necessary to perform all duties, including time beyond regular or customary District

business hours or workdays, but shall receive no overtime pay for any such time or work. Accordingly, Employee shall have flexibility in determining the work schedule necessary to perform his duties as specified in this Section 3.

(c) Employee shall refrain from engaging in any activity which is or may become a conflict of interest or prohibited contract, or which may create an incompatibility of office as defined in California law. Provided, however, that nothing in this Agreement shall prevent, limit, or otherwise interfere with Employee's rights to engage in outside activities that do not interfere with or that enhance his performance of duties under this Agreement.

4. Compensation

Employee shall be compensated as follows:

(a) Employee's annual salary shall be \$156,644.80, prorated and paid bi-weekly in accordance with District practices, for the duration of this Agreement.

(b) Except as otherwise specified in this Section 4, Employee shall receive the same paid time off, holiday, healthcare, and retirement benefits provided to District personnel as set forth in the Employee Handbook.

(c) District shall match any Employee contribution to a deferred compensation fund (457B), up to a maximum amount of \$2,000.

(d) Employee shall receive paid term life insurance equal to two times his annual salary.

(e) If, after the fourth quarterly review (as provided for in Paragraph 6), the District's Board of Directors determines that Employee's job performance is satisfactory, Employee shall receive additional merit-based compensation of \$10,000 prior to the expiration of the term of this Agreement.

5. Job-Related Expenses

District shall reimburse Employee for the costs of State Bar Membership. District shall reimburse Employee for, or pay directly, the reasonable costs of mandatory continuing legal education and professional meetings (including registration/tuition, travel, meals, and lodging) that Employee, in his professional discretion, subject to oversight by the Board of Directors or the General Manager, deems necessary for the performance of his duties. District shall pay for the reasonable costs of providing Employee with the computer and other information technology, including mobile technology, necessary for the performance of his duties, consistent with the District's then-current Administrative Regulations and Employee Handbook. All job-related expenses described herein shall be paid for out of funds allocated to the Office of the General Counsel's annual operations budget, approved by the Board of Directors as part of its annual budget adoption.

6. Performance Evaluations

The Board of Directors shall review and evaluate Employee's job performance on a quarterly basis during the term of this Agreement, to maintain an optimal working relationship and mutual understanding of Employee's duties, priorities, and performance. To facilitate the quarterly evaluations, Employee shall request closed session meetings with the Board during its March 27, June 26, September 11, and December 11, 2017 regular Board meetings.

7. Termination

This Agreement may be terminated prior to its expiration in any of the following ways:

(a) Employee may terminate this Agreement, with or without cause, upon thirty calendar days' written notice of resignation.

(b) District's Board of Directors may terminate this Agreement, without cause, upon written notice. District's Board of Directors shall endeavor in good faith to provide at least thirty calendar days' notice, but in no event shall provide less than seven calendar days' notice.

(c) District's Board of Directors may immediately terminate this Agreement for good cause, including but not limited to the following: misfeasance or malfeasance of duties; misconduct; conflict of interest or incompatibility of office; intentional failure or refusal to perform duties under this Agreement or lawful directives of the District's Board of Directors; or conviction of a felony or crime of moral turpitude.

(d) By operation of Labor Code section 2920, this Agreement shall be immediately terminated upon Employee's death or legal incapacity.

8. Severance

(a) If this Agreement is terminated under Section 7(a), 7(c), or 7(d), Employee or his heirs shall receive as compensation at severance all salary, vacation, and holiday pay earned as of the termination date, less applicable taxes and withholdings required by law, including federal and state income tax, Medicare tax, Social Security tax, and other withholdings by way of judicial process, order, or judgment.

(b) If this Agreement is terminated under Section 7(b), Employee shall be immediately appointed to his previously-held position of Senior Deputy General Counsel, with compensation at the step five level of the Senior Deputy General Counsel salary schedule.

(c) If this Agreement is terminated for any reason, Employee shall fully reimburse any cash settlement related to the termination if Employee is convicted of a crime involving an abuse of Employee's office or position, as "abuse of office or position" is defined by Government Code section 53243.4.

9. Leaves of Absence

Employee shall be permitted to take a leave of absence, with or without pay, only upon prior approval of the Board of Directors. Any approved leave of absence without pay shall be subject to the same terms and conditions of leaves of absences applied to District employees under the District's then-current Employee Handbook.

10. Indemnification and Defense

To the fullest extent and manner provided for public employees by applicable law, the District shall indemnify, defend, and hold Employee harmless from and against all demands, claims, suits, actions, and legal proceedings brought against him in his official or personal capacity and arising out of events within the scope of his employment.

11. At-Will Employment

The parties to this Agreement expressly understand and agree that the District intends to and does employ Employee on an "at will" basis, and that this Agreement and his employment may be terminated by the District upon good cause, or by either party for no cause, as provided in Section 7 above. District has made and makes no express or implied representations, assurances, or promises to Employee of any form of continued employment. Employee understands and agrees that he does not have and shall not acquire any property interest in continued employment, nor any contractual interest for any specified term. If disciplined or terminated (collectively, "adverse action"), Employee understands and agrees that he will be given no due process hearing, either before or after any adverse action. The parties understand and agree, however, that Employee does not waive any legal rights to protection from adverse action for illegal purposes, such as discrimination based on race, ethnicity, gender, age, or disability.

12. Personnel Rules

Except as otherwise provided in this Agreement, all provisions of the EID Employee Handbook and any applicable procedures and practices pertaining to personnel administration shall be applicable to Employee. To the extent of any conflict between those sources and this Agreement, this Agreement shall prevail.


13. General Terms

(a) All notices pursuant to this Agreement shall be in writing and given by delivery in person or U.S. mail, addressed as follows:

For the District:

President of the Board of Directors
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

For Employee:

Brian D. Poulsen Jr.


Notices shall be deemed given upon the date of delivery in person or two calendar days after deposit into the U.S. mail, as applicable.

(b) This Agreement is the entire agreement between the parties regarding the District's employment of Employee and supersedes all prior oral or written understandings. This Agreement cannot be modified except by a written amendment signed by both parties.

(c) The provisions of this Agreement shall be liberally construed to effectuate its purposes. Each party has entered freely into this Agreement and has had the opportunity to have it reviewed and its' meaning and legal consequences explained to them by counsel of their choosing. Therefore, the language of this Agreement shall be construed according to its plain meaning and shall not be construed for or against either party.


(d) If any portion of this agreement is finally determined to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect to the maximum extent permitted by law, to fulfill the parties' intent to the maximum degree possible.

(e) If a dispute arises regarding the interpretation, implementation, enforcement, or validity of this Agreement, including termination with or without cause, the dispute shall first be submitted to mediation before a mediator mutually acceptable to the parties. The parties shall share the costs of the mediator equally, and each party shall bear all of its own attorneys' fees and costs otherwise associated with the mediation.


(f) If, after mediation, any action is brought in an arbitration or court proceeding regarding the interpretation, implementation, enforcement, or validity of this Agreement, including termination with or without cause, the prevailing party shall be entitled to recover attorneys' fees and costs actually and reasonably incurred in good faith, which may be determined by the court or arbitrator.

(g) This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action concerning this agreement shall be brought in the Superior Court of El Dorado County, California.

IN WITNESS WHEREOF, the parties have executed this Agreement in Placerville, El Dorado County, California.



Brian D. Poulsen, Jr.
General Counsel



George Osborne
President, Board of Directors
El Dorado Irrigation District

EXHIBIT "A"

EL DORADO IRRIGATION DISTRICT Class Specification

CLASS TITLE: General Counsel

DEFINITION

Under policy direction, the General Counsel plans, organizes, directs and reviews the activities and operations of the Office of the General Counsel including advising the General Manager, Board of Directors, and Department Directors on legal transactions and activities of the District; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the General Manager.

DISTINGUISHING CHARACTERISTICS

This is a single-position executive management classification. The General Counsel 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 Office of the General Counsel, as well as functional authority/responsibility for overseeing legal and administrative functions of the District. This is an at-will position under contract with the Board of Directors.

SUPERVISION RECEIVED AND EXERCISED

Policy direction is provided by the Board of Directors. Responsibilities include broad management authority over a large and diverse group of management, supervisory, professional, technical, and support positions whose incumbents perform the full range of legal, property management, and right-of-way activities.

EXAMPLES OF ESSENTIAL DUTIES: *the duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.*

Develops, plans and implements Department goals and objectives; recommends and administers policies and procedures.

Coordinates Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the General Manager and Board of Directors; prepares and presents staff reports and other necessary correspondence.

Directs, oversees and participates in the development of the Department's work plan; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.

Supervises and participates in the development and administration of the Office of the General Counsel budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implement mid-year adjustments.

Selects, trains, motivates and evaluates personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures; maintains discipline and high standards necessary for the efficient and professional operation of the Department.

Counsels and represents the General Manager, Board of Directors, and the District in legal transactions and events involving District interests and activities.

Represents the District, its Officers, and employees in litigation and administrative hearings.

Secures and manages the services of outside counsel and consultants in transactions and litigation involving the District.

Researches, prepares and presents legal reports to the General Manager, Board of Directors, and Department Directors.

Reviews proposed contracts, insurance policies, and other documents affecting the District.

Conducts complex legal research; renders legal opinions to the General Manager, Board of Directors, and Department Directors as required; analyzes legislation affecting District activities.

Represents the Department and District to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.

Researches and prepares technical, legal, and administrative reports and studies; prepares written correspondence as necessary.

Builds and maintains positive working relationships with co-workers, other District employees and the public using principles of good customer service.

Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles and practices of local agency government law including California water, environmental, labor/employment, and public contract law. Principles and practices of legal research. 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. Principles and practices of organization, administration and personnel management. Principles and practices of budget preparation and administration.

Skill/Ability to:

Plan, direct and control the administration and operations of the Office of the General Counsel. Prepare and administer department budgets. Develop and implement department policies and procedures. Supervise, train and evaluate assigned personnel. Gain cooperation through discussion and persuasion. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals. Interpret and apply California law and District and department policies, procedures, rules and regulations. Manage and direct outside counsel and consultants. Research, understand, apply and communicate complex legal issues. Effectively advise the General Manager, Board of Directors, and Department Directors on legal matters affecting the District. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work. On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various personnel rules; and 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; write or use keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Experience and/or Education:

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

Experience:

Eight years of supervisory or higher-level experience that involved municipal or other government law including trial experience; including three years in a management capacity.

Education:

A Juris Doctorate from an accredited law school.

SPECIAL QUALIFICATIONS

License and Certificate:

Possession of, or ability to obtain, a valid California driver's license at the time of appointment. Individuals who do not meet this requirement due to physical disability will be reviewed on a case-by-case basis.

Active membership in the State Bar of California.

EL DORADO IRRIGATION DISTRICT

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement ("Agreement") effective January 2, 2017, by and between El Dorado Irrigation District ("District") a public agency organized and operating under the California Irrigation District Law and Brian D. Poulsen, Jr. ("Employee"), General Counsel, is hereby amended as follows:

- A. Section 2, "Term," is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions shown in underline:

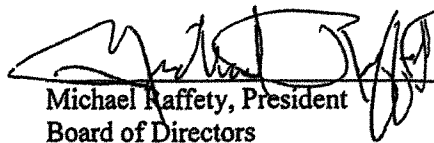
This Agreement shall commence on the Effective Date and continue in effect until ~~January 2, 2018~~ December 31, 2018, subject to the negotiations described in this paragraph below or unless earlier terminated as provided in Section 7 below. Although the failure to do so shall not affect the term of this Agreement, District's Board of Directors shall endeavor in good faith to provide at least 60 days written notice before the Agreement's expiration of the Board's intent not to offer a new or extended Agreement. Employee shall likewise endeavor in good faith to provide at least 60 days written notice before the Agreement's expiration of Employee's intent not to accept a new or extended Agreement. ~~If, after the third quarterly review (as provided for in Paragraph 6), and not later than 60 days prior to the expiration of the term of this Agreement, the Board of Directors determines that Employee's job performance is satisfactory (which, for purposes of this Agreement shall be defined as a "meets expectations" evaluation from at least three Board Members), Employee and the Board of Directors shall meet and confer to renew and/or extend this Agreement, prior to its expiration. Employee shall meet and confer with the advisory committee formed by the Board of Directors during its December 11, 2017 Board Meeting to further negotiate the Term and other provisions of this Agreement, which the Board of Directors shall consider at or before its March 12, 2018 Board meeting.~~

Except as expressly amended herein, all terms and conditions of the Employment Agreement, effective January 2, 2017, remain in full force and effect. This First Amendment is effective January 1, 2018.

IN WITNESS WHEREOF, the parties have executed this First Amendment.



Brian D. Poulsen, Jr.
General Counsel



Michael Raffety, President
Board of Directors

EL DORADO IRRIGATION DISTRICT

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement (“Agreement”) effective January 2, 2017, by and between El Dorado Irrigation District (“District”) a public agency organized and operating under the California Irrigation District Law and Brian D. Poulsen, Jr. (“Employee”), General Counsel, as amended effective January 1, 2018, is hereby further amended as follows:

- A. Section 2, “Term,” is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions shown in underline:

This Agreement shall commence on the Effective Date and continue in effect until ~~December 31, 2018~~ June 30, 2021, ~~subject to the negotiations described in this paragraph below or unless earlier terminated as provided in Section 7 below.~~ Although the failure to do so shall not affect the term of this Agreement, District’s Board of Directors shall endeavor in good faith to provide at least 60 days written notice before the Agreement’s expiration of the Board’s intent not to offer a new or extended Agreement. Employee shall likewise endeavor in good faith to provide at least 60 days written notice before the Agreement’s expiration of Employee’s intent not to accept a new or extended Agreement. ~~Employee shall meet and confer with the advisory committee formed by the Board of Directors during its December 11, 2017 Board Meeting to further negotiate the Term and other provisions of this Agreement, which the Board of Directors shall consider at or before its March 12, 2018 Board meeting.~~

- B. Subparagraphs (a), (b), and (e) of Paragraph 4, “Compensation,” are hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions in underline:

Employee shall be compensated as follows:

(a) Employee’s annual salary shall be \$156,644.80, prorated and paid bi-weekly in accordance with District practices, for the duration of this Agreement. Provided, however, that Employee’s annual salary shall automatically be adjusted by the same percentage as any cost-of-living adjustment made to all District employee salaries, and Employee shall be eligible for a merit increase, beginning in 2019, at the Board’s discretion.

(b) Except as otherwise specified in this Section 4, Employee shall receive the same paid time off, administrative leave, holiday, healthcare,

and retirement benefits provided to District personnel as set forth in the Employee Handbook.

~~(e) If, after the fourth quarterly review (as provided for in Paragraph 6), the District's Board of Directors determines that Employee's job performance is satisfactory, Employee shall receive additional merit-based compensation of \$10,000 prior to the expiration of the term of this Agreement. Effective January 1, 2018, Employee shall receive a monthly automobile allowance of \$500 during the Term of this Agreement, which will be treated as taxable income for reporting purposes.~~

- C. Subparagraph (f) is added to Paragraph 4, "Compensation," as shown below in underline:

Employee shall be compensated as follows:

(f) Effective January 1, 2018, Employee shall be eligible to participate in the Medical reimbursement Program as provided in EID Administrative Regulation 4014.

- D. Paragraph 6, "Performance Evaluations," is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions in underline:

Following the conclusion of each calendar year during the term of this Agreement, the Board of Directors shall review and evaluate Employee's job performance on a quarterly basis during the term of this Agreement, to maintain an optimal working relationship and mutual understanding of Employee's duties, priorities, and performance. To facilitate the quarterly evaluations, Employee shall request closed session meetings with the Board during its March 27, June 26, September 11, and December 11, 2017 regular Board meetings.

- E. Subparagraph (b) of Paragraph 8, "Severance," is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions in underline:

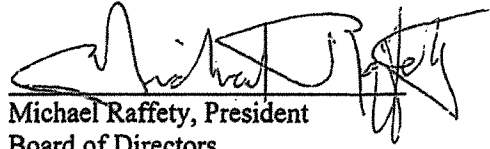
(b) If this Agreement is terminated under Section 7(b), Employee shall be immediately appointed to his previously held position of Senior Deputy General Counsel, with compensation at the step five level of the Senior Deputy General Counsel salary schedule receive the compensation at severance described in Section 8(a), plus six months of the annual salary specified in Section 4(a), paid in a "lump-sum" payment, following the date of termination.

Except as expressly amended herein, all terms and conditions of the Employment Agreement, effective January 2, 2017, and amended effective January 1, 2018, remain in full force and effect. This Second Amendment is effective May 14, 2018.

IN WITNESS WHEREOF, the parties have executed this First Amendment.



Brian D. Poulsen, Jr.
General Counsel



Michael Raffety, President
Board of Directors

EL DORADO IRRIGATION DISTRICT

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement ("Agreement") effective January 2, 2017, by and between El Dorado Irrigation District ("District") a public agency organized and operating under the California Irrigation District Law and Brian D. Poulsen, Jr. ("Employee"), General Counsel, as amended effective January 1, 2018 and May 14, 2018, is hereby further amended as follows:


- A. Subparagraph (a) of Paragraph 4, "Compensation," is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions in underline:

Employee shall be compensated as follows:


(a) Effective January 1, 2019, Employee's annual salary shall be ~~\$156,644.80~~ 176,300.80, prorated and paid bi-weekly in accordance with District practices, for the duration of this Agreement. Provided, however, that Employee's annual salary shall automatically ~~be adjusted~~ increase by the ~~same percentage as any cost-of-living adjustment made to all District employee salaries, and~~ 5% on January 1, 2020 and January 1, 2021. Employee shall be eligible for ~~a merit increase, beginning in 2019,~~ at the Board's discretion.

Except as expressly amended herein, all terms and conditions of the Employment Agreement, effective January 2, 2017, as amended, remain in full force and effect. This Third Amendment is effective August 12, 2019.

IN WITNESS WHEREOF, the parties have executed this First Amendment.



Brian D. Poulsen, Jr.
General Counsel



Alan Day, President
Board of Directors

EL DORADO IRRIGATION DISTRICT

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement (“Agreement”) effective January 2, 2017, by and between El Dorado Irrigation District (“District”) a public agency organized and operating under the California Irrigation District Law and Brian D. Poulsen, Jr. (“Employee”), General Counsel, as amended effective January 1, 2018, May 14, 2018, and August 12, 2019, is hereby further amended as follows:

- A. Section 2, “Term,” is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions shown in underline:

This Agreement shall commence on the Effective Date and continue in effect until June 30, 2024, unless earlier terminated as provided in Section 7 below. Although the failure to do so shall not affect the term of this Agreement, District’s Board of Directors shall endeavor in good faith to provide at least 60 days written notice before the Agreement’s expiration of the Board’s intent not to offer a new or extended Agreement. Employee shall likewise endeavor in good faith to provide at least 60 days written notice before the Agreement’s expiration of Employee’s intent not to accept a new or extended Agreement.

Except as expressly amended herein, all terms and conditions of the Employment Agreement, effective January 2, 2017, as amended, remain in full force and effect. This Fourth Amendment is effective June 22, 2020.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment.



Brian D. Poulsen, Jr.
General Counsel



George Osborne, President
Board of Directors

EL DORADO IRRIGATION DISTRICT

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement (“Agreement”) effective January 2, 2017, by and between El Dorado Irrigation District (“District”) a public agency organized and operating under the California Irrigation District Law and Brian D. Poulsen, Jr. (“Employee”), General Counsel, as amended effective January 1, 2018, May 14, 2018, August 12, 2019 and June 22, 2020, is hereby further amended as follows:


- A. Subdivision (a) of Section 4, “Compensation,” is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions in underline:

During the Term of this Agreement. Employee shall be compensated as follows:


(a) Effective ~~January 1, 2019~~ August 9, 2021, Employee’s annual salary shall be ~~\$176,300.80~~ 204,339.95, prorated and paid bi-weekly in accordance with District practices, ~~for the duration of this Agreement.~~ Provided, however, that Employee’s annual salary shall automatically increase by 5% on ~~January 1, 2020 and January 1, 2021~~ January 1, 2022 and January 1, 2023. ~~Employee shall be eligible for merit increases, at the Board’s discretion.~~ Additionally, Employee’s annual salary shall increase on the first full pay period in January 2022 and January 2023 by the same percentage as calculated using the then latest Federal Bureau of Labor Statistics CPI-W (All Urban and Clerical Workers) comparing the annual (October to October) figures.

Except as expressly amended herein, all terms and conditions of the Employment Agreement, effective January 2, 2017, as amended, remain in full force and effect. This Fifth Amendment is effective August 9, 2021.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment.



Brian D. Poulsen, Jr.
General Counsel



Pat Dwyer, President
Board of Directors

EL DORADO IRRIGATION DISTRICT

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement (“Agreement”) effective January 2, 2017, by and between El Dorado Irrigation District (“District”) a public agency organized and operating under the California Irrigation District Law and Brian D. Poulsen, Jr. (“Employee”), General Counsel, as amended effective January 1, 2018, May 14, 2018, August 12, 2019, June 22, 2020, and August 9, 2021 is hereby further amended as follows:

- A. Section 2, “Term,” is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions shown in underline:

This Agreement shall commence on the Effective Date and continue in effect until June 30, 2024~~7~~, unless earlier terminated as provided in Section 7 below. Although the failure to do so shall not affect the term of this Agreement, District’s Board of Directors shall endeavor in good faith to provide at least 60 days written notice before the Agreement’s expiration of the Board’s intent not to offer a new or extended Agreement. Employee shall likewise endeavor in good faith to provide at least 60 days written notice before the Agreement’s expiration of Employee’s intent not to accept a new or extended Agreement.

- B. Subdivision (a) of Section 4, “Compensation,” is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions in underline:

During the Term of this Agreement, Employee shall be compensated as follows:

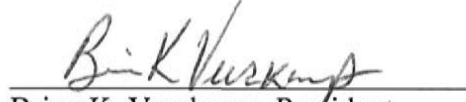
(a) ~~Effective August 9, 2021,~~ Employee’s annual salary shall be ~~\$259,854~~~~204,339.95~~, prorated and paid bi-weekly in accordance with District practices. ~~Employee’s annual salary shall increase by 5% on January 1, 2022 and January 1, 2023. Additionally, Employee’s annual salary shall increase on the first full pay period in each January 2022 and January 2023 by the same percentage as calculated using the then latest Federal Bureau of Labor Statistics CPI-W (All Urban and Clerical Workers) comparing the annual (October to October) figures~~ except that in no case will the annual cost-of-living increase exceed five percent.

Except as expressly amended herein, all terms and conditions of the Employment Agreement, effective January 2, 2017, as amended, remain in full force and effect. This Sixth Amendment is effective March 13, 2023.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment.



Brian D. Poulsen, Jr.
General Counsel



Brian K. Veerkamp, President
Board of Directors