

EL DORADO IRRIGATION DISTRICT

EMPLOYMENT AGREEMENT

This employment agreement ("Agreement") is made effective the ninth (9th) day of June, 2018 ("Effective Date"), by and between the El Dorado Irrigation District, a public agency organized and operating under the California Irrigation District Law ("District") and Daniel M. Corcoran ("Employee"), to set forth the terms and conditions of Employee's employment as District's Director of Operations, as follows:

1. Appointment and Status

District hereby appoints Employee and Employee agrees to serve as District's Director of Operations. Employee's status shall be as an "at will" employee, serving at the pleasure of District's General Manager.

2. Term

This Agreement shall commence on the Effective Date and continue in effect until June 8, 2021, unless earlier terminated as provided in Section 6 below. Although the failure to do so shall not affect the term of this Agreement, District's General Manager shall endeavor in good faith to provide at least six months' written notice before expiration of his or her intent not to offer a new or extended Agreement.

3. Duties

(a) Under the direction of the District's General Manager, 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/she has read the Exhibit A and affirms that he/she is qualified to perform all duties, and physically able to perform the essential duties, as described therein.

(b) Employee shall perform his/her duties diligently within the time parameters set by the General Manager, to the best of his/her 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/her 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/her performance of duties under this Agreement.

4. Compensation

Employee shall be compensated as follows:

(a) Employee's annual salary shall be \$149,531.20 prorated and paid bi-weekly in accordance with District practices, for the duration of this Agreement. The General Manager may adjust the annual salary upwards based on any of (i) market comparisons performed as a function of the District's Compensation and Classification studies; (ii) performance evaluations as provided by Section 5; or (iii) internal pay equity; or (iv) cost-of-living adjustment considerations.

(b) Except as otherwise specified in this Section 4, Employee shall receive the same paid time off, administrative leave, healthcare, and retirement benefits, automobile allowance, and expense reimbursement provided to the District's Executive Management personnel, as those benefits may be amended from time to time. As of the Effective Date, these benefits are listed in Exhibit B, annexed hereto.

(c) In lieu of an automobile allowance, Employee shall be provided an appropriately equipped District vehicle for business and incidental personal use throughout the term of this Agreement. The District shall pay for the cost of gasoline and provide maintenance, repair, and insurance at the District's sole expense. Employee shall operate the vehicle safely and shall maintain a valid California driver's license during the term of this Agreement. Because incidental personal use of a District vehicle is allowed as part of Employee's compensation, use of the vehicle shall not be determinative of whether Employee was "on duty" for purposes of worker's compensation, claims against the District, or otherwise. Employee shall not be considered "on duty" when commuting to and from work.

5. Performance Evaluations

The General Manager shall review and evaluate Employee's job performance whenever deemed appropriate by the General Manager, but no less than once yearly, to maintain an optimal working relationship and mutual understanding of Employee's duties, priorities, and performance.

6. 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 General Manager may terminate this Agreement, without cause, upon written notice. District's General Manager 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. Notwithstanding the foregoing, the General Manager reserves the right to place Employee on paid administrative leave when the General Manager has reason to believe that Employee's continued presence in the work place could have a detrimental consequence for District personnel and/or operations, or pending investigation into charges of misconduct.

(c) District's General Manager 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 General Manager or 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.

7. Severance

(a) If this Agreement is terminated under Section 6(a), 6(c), or 6(d), Employee or his/her 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 6(b), Employee shall receive the compensation at severance described in Section 7(a), plus six months of the annual salary specified in Section 4(a), paid in a "lump-sum" payment, following the date of termination.

(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.

8. Leaves of Absence

Employee shall be permitted to take a leave of absence, with or without pay, only upon prior approval of the General Manager. 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.

9. 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/her in his/her official or personal capacity and arising out of events within the scope of his/her employment.

10. 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/her employment may be terminated by the District upon good cause, or by either party for no cause, as provided in Section 6 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/she 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/she 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.

11. 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.


12. 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:

General Manager
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

For Employee:

Daniel M. Corcoran


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.

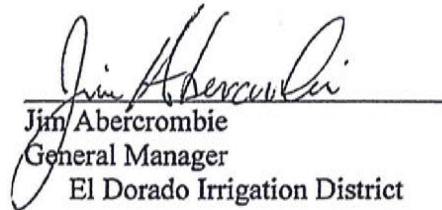
(f) If, after mediation, any action is brought in an arbitration or court proceeding regarding the interpretation, implementation, enforcement, or validity of this Agreement, including termination with or without cause, the prevailing party shall be entitled to recover attorneys' fees and costs actually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



Director of Operations



Jim Abercrombie
General Manager
El Dorado Irrigation District

Approved as to form

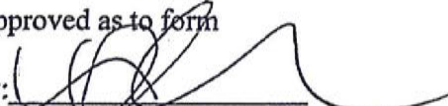
by: 
Brian D. Poulsen Jr.
General Counsel

EXHIBIT "A"

EL DORADO IRRIGATION DISTRICT Class Specification

CLASS TITLE: Director of Operations

DEFINITION

Under policy direction, the Director of Operations plans, organizes, directs and reviews the activities and operations of the Operations Department including water and wastewater treatment, collection, distribution, hydroelectric generation, recreation, and construction; 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 Director of Operations 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 Operations Department, as well as functional authority/responsibility for overseeing numerous activities related to the operation, construction, and maintenance of the District's water, wastewater, hydroelectric generation, recreation, and related facilities. This is an at-will position under contract with the General Manager.

SUPERVISION RECEIVED AND EXERCISED

Policy direction is provided by the General Manager. 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 operation, construction, and maintenance activities related to the District's water, wastewater, hydroelectric generation, and recreation facilities.

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 Operations Department budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; implements 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.

Provide leadership with a strong commitment to safety and maintain a fair working environment by balancing employee concerns and issues consistent with the District's labor contract and applicable laws and regulations.

Establishes and monitors service levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.

Directs and participates in negotiations with Federal, State, regional, and local permitting and regulatory agencies; communicates and serves as resource to District staff and the Board of Directors regarding compliance issues.

Recommends and participates in plant alterations and works with the Engineering Department on the planning and implementation of new systems, treatment plants and overhaul of facilities.

Secures and manages the services of contractors and consultants in the performance of Department projects. Represents the Department to outside groups and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.

Researches and prepares technical 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 associated with the operations and maintenance of a wide variety of facilities related to water treatment and distribution, wastewater collection and treatment, and hydroelectric generation. Principles and practices of project management. 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. Regulatory compliance issues. 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 Operations Department. Prepare and administer department budget. 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 regional, State, Federal, District, and department policies, procedures, rules and regulations. Implement effective solutions to sustain operations of large water treatment, sanitation, hydroelectric generation and recreation facilities. Stay abreast of and implement complex operational procedures and regulations. Communicate clearly and concisely, both orally and in writing. Maintain regular and predictable attendance. 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 20 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 the operations and maintenance of a variety of types and sizes of water and/or wastewater treatment plants, wastewater collection systems, water distribution systems and pumping facilities, hydroelectric generation facilities, and recreation facilities; including three years in a management capacity.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in business or public administration, engineering, or a related field.

Substitutions:

Master's degree in one of the above educational fields may substitute for one year of the required supervisory (not management) experience.

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. Possession of valid grade 4 or 5 wastewater and/or water treatment certification is highly desired.

| | |
|---------------------------|-------|
| _____ | _____ |
| Human Resources Authority | Date |
| Established: 08/18/2009 | |
| Revised: 09/01/2016 | |
| FLSA: Exempt | |
| Unit: Executive, Safety | |

EXHIBIT "B"

Current as of June 9, 2018

- (1) Employee shall accrue paid time off ("PTO") and is subject to Maximum annual PTO Bank A carryover as designated for all District employees in the then-current Employee Handbook. Transfer of PTO from Bank A to Bank B, accrual in Bank B, and PTO compensation at separation shall be as provided in the then-current Employee Handbook.
- (2) Employee shall receive annual paid holidays, and personal business day(s) as designated for all District employees in the then-current MOU.
- (3) Employee shall receive 80 hours of Executive Administrative Leave per year.
- (4) Employee shall be eligible for medical insurance benefits and vision, dental, and orthodontia benefits as provided in the then-current MOU.
- (5) Employee shall receive paid term life insurance equal to two times his/her annual salary.
- (6) Employee shall be eligible to participate in the Medical Reimbursement Program as provided in EID Administrative Regulation 4014.
- (7) Employee shall be eligible for an automobile allowance (currently \$500 monthly), which will be treated as taxable income for reporting purposes.
- (8) Employee shall receive CalPERS retirement benefits as provided in the then current MOU. District shall fully pay the District's share of the CalPERS retirement contribution. Employee shall pay the member contribution of 8%, 7%, or 6.25% based on Employee's CalPERS membership tier/status.
- (9) District will match 100% of any employee contributions to a deferred compensation fund (457B), up to a maximum of two thousand dollars (\$2,000.00) per year.

EL DORADO IRRIGATION DISTRICT

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT


That certain employment agreement ("Agreement") made effective June 9, 2018, by and between the El Dorado Irrigation District ("District"), a public agency organized and operating under the California Irrigation District Law and Daniel M. Corcoran ("Employee"), is hereby amended as follows:

B. Section 4, "Compensation," subdivision (a), is hereby amended to read as follows, with deletions shown in ~~strike through~~ and additions shown in underline:


Employee's annual salary shall be ~~\$149,531.20~~180,980.80, prorated and paid bi-weekly in accordance with District practices, for the duration of this Agreement. The General Manager may adjust the annual salary upwards based on any of (i) market comparisons performed as a function of the District's Compensation and Classification studies; (ii) performance evaluations as provided by Section 5; (iii) internal pay equity considerations; or (iv) cost-of-living considerations.

Except as expressly amended herein, all terms and conditions of the employment agreement effective June 9, 2018, remain in full force and effect. This First Amendment is effective November 9, 2019.

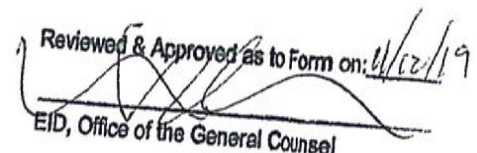
IN WITNESS WHEREOF, the parties have executed this First Amendment.



Jim Abercrombie
General Manager



Daniel M. Corcoran
Director of Operations

Reviewed & Approved as to Form on: 11/02/19


EID, Office of the General Counsel

EL DORADO IRRIGATION DISTRICT

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

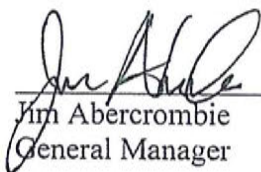
That certain employment agreement (“Agreement”) made effective June 9, 2018, by and between the El Dorado Irrigation District (“District”), a public agency organized and operating under the California Irrigation District Law, and Daniel M. Corcoran (“Employee”), first amended effective November 9, 2019, is hereby further amended as follows:

Section 2, “**Term**,” is hereby amended to read as follows, with deletions shown in ~~striketrough~~ and additions shown in underline:


This Agreement shall commence on the Effective Date and continue in effect until June 8, 2024 unless earlier terminated as provided in section 6 below. Although the failure to do so shall not affect the term of this Agreement, the District’s General Manager shall endeavor in good faith to provide at least six months written notice before expiration of his or her intent not to offer a new or extended Agreement.

Except as expressly amended herein, all terms and conditions of the employment agreement effective June 9, 2018, first amended effective November 9, 2019, remain in full force and effect. This Second Amendment is effective October 23, 2020.

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



Jim Abercrombie
General Manager



Daniel M. Corcoran
Director of Operations

EL DORADO IRRIGATION DISTRICT

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

Whereas, that certain employment agreement (“Agreement”) made effective June 9, 2018, by and between the El Dorado Irrigation District (“District”), a public agency organized and operating under the California Irrigation District Law, and Daniel M. Corcoran (“Employee”), first amended effective November 9, 2019 and second amended effective October 23, 2020, reflects a contract term that extends until June 8, 2024; and

Whereas, the Agreement, as amended, reflects an annual salary of \$180,980.80, subject to increases based upon certain criteria set forth in Section 4(a); and

Whereas, pursuant to the criteria set forth in Section 4(a), Employee’s salary increased by 2% in 2020 and 2% in 2021, reflecting the same cost-of-living increases provided to other District employees; and

Whereas, District and Employee wish to amend the Agreement to extend its term and clarify the criteria upon which cost-of-living-based salary increases will occur.

Now therefore, the Agreement, as amended, 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 8, 2024⁵ unless earlier terminated as provided in section 6 below. Although the failure to do so shall not affect the term of this Agreement, the District’s General Manager shall endeavor in good faith to provide at least six months written notice before expiration of his or her intent not to offer a new or extended Agreement.

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

Employee’s annual salary shall be ~~\$180,980.80~~\$188,292.43, prorated and paid bi-weekly in accordance with District practices, for the duration of this Agreement. Additionally, Employee’s annual salary shall increase on the first full pay period in January for every year during the term of this Agreement 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 any cost-of-living adjustment made to the salaries of the District’s confidential non-represented employees. The General Manager may adjust the annual salary upwards based on any of (i) market comparisons performed as a function of the District’s Compensation and Classification studies; (ii) performance evaluations as provided by Section 5; or (iii) internal pay equity considerations; ~~or (iv) cost-of-living considerations.~~

Except as expressly amended herein, all terms and conditions of the employment agreement effective June 9, 2018, as amended, remain in full force and effect. This Third Amendment is effective January 3, 2022.

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



Jim Abercrombie
General Manager



Daniel M. Corcoran
Director of Operations

EL DORADO IRRIGATION DISTRICT

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement (“Agreement”) made effective June 9, 2018, by and between the El Dorado Irrigation District (“District”), a public agency organized and operating under the California Irrigation District Law, and Daniel M. Corcoran (“Employee”), first amended effective November 9, 2019, second amended effective October 23, 2020, third amended effective January 3, 2022, is hereby further amended as follows:

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 8, 2025~~ September 1, 2027, unless earlier terminated as provided in section 6 below. Although the failure to do so shall not affect the term of this Agreement, the District’s General Manager shall endeavor in good faith to provide at least six months written notice before expiration of his or her intent not to offer a new or extended Agreement.

Except as expressly amended herein, all terms and conditions of the employment agreement effective June 9, 2018, as amended, remain in full force and effect. This Fourth Amendment is effective December 13, 2023.

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



Jim Abercrombie
General Manager



Daniel M. Corcoran
Director of Operations

EL DORADO IRRIGATION DISTRICT

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

That certain employment agreement (“Agreement”) made effective June 9, 2018, by and between the El Dorado Irrigation District (“District”), a public agency organized and operating under the California Irrigation District Law, and Daniel M. Corcoran (“Employee”), first amended effective November 9, 2019, second amended effective October 23, 2020, third amended effective January 3, 2022, and fourth amended December 13, 2023, is hereby further amended as follows with deletions shown in ~~strike through~~ and additions shown in underline:

A. Section 2, “**Term**,” is hereby amended to read as follows:

This Agreement shall commence on the Effective Date and continue in effect until September 1, 2027~~8~~, unless earlier terminated as provided in section 6 below. ~~Although the failure to do so shall not affect the term of this Agreement,~~ The District’s General Manager shall endeavor in good faith to provide at least ~~six~~ twelve (12) months, but in no event less than ninety (90) days, written notice before expiration of his or her intent not to offer a new or extended Agreement.

B. Subdivision (b) of Section 6, “Termination,” is hereby amended to read as follows:

District’s General Manager may terminate this Agreement, without cause, upon written notice. District’s General Manager shall endeavor in good faith to provide at least ~~thirty~~ ninety (90) calendar days’ notice, but in no event shall provide less than ~~seven~~ thirty (30) calendar days’ notice. Notwithstanding the foregoing, the General Manager reserves the right to place Employee on paid administrative leave when the General Manager has reason to believe that employee’s continued presence in the work place could have a detrimental consequence for District personnel and/or operations, or pending investigation into charges of misconduct.

C. Subdivision (b) of Section 7, “Severance,” is hereby amended to read as follows:


If this Agreement is terminated under Section 6(b), Employee shall receive the compensation at severance described in Section 7(a), plus the greater of six months of the Employee’s then-applicable annual salary specified in Section 4(a), or two (2) weeks of pay for every year of continuous District employment not to exceed fifty two (52) weeks, paid in a “lump-sum” payment, following the date of termination.

D. Section 9, "Indemnification and Defense," is hereby amended to read as follows:

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 (including threats of demands whether verbal or written), claims, suits, actions, and legal proceedings brought against him/her in his/her official or personal capacity and arising out of events within the scope of his/her employment.

Except as expressly amended herein, all terms and conditions of the employment agreement effective June 9, 2018, as amended, remain in full force and effect. This Fifth Amendment is effective March 6, 2025.

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



Jim Abercrombie
General Manager



Daniel M. Corcoran
Director of Operations