

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT ("Fourth Amendment") is made this 19th day of February 2020, by and between PAUL D. JONES, II ("Jones") and EASTERN MUNICIPAL WATER DISTRICT ("District"), a public agency of the State of California.

RECITALS

A. On or about July 6, 2011, District and Jones executed that certain Employment Agreement ("Agreement"), whereby District employed Jones to act as the District's General Manager.

B. The Agreement was subsequently amended on November 16, 2011, per the terms of the "First Amendment to Employment Agreement" and, thereafter on September 30, 2013, per the terms of the "Second Amendment to Employment Agreement" and on November 1, 2017 per the terms of the "Third Amendment to Employment Agreement."

C. On February 5, 2020, Jones notified the Board of Directors his intention to retire from the District in compliance with Section VI. C. of Third Amendment to Employment Agreement.

D. Jones and District agree to amend the Agreement set forth in this Fourth Amendment to reflect the terms and conditions of Jones' remaining service with the District.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section II of the Agreement is hereby deleted in its entirety. The foregoing deleted provision is replaced by the following:

Term

"The Term of this Agreement shall be through March 15, 2021, commencing on February 19, 2020 (which date shall be the effective date of this Fourth Amendment) subject to the terms of the Agreement. Should the District determine that Jones' services are needed beyond March 15, 2021, Jones agrees to extend the Term of the Agreement for up to six months to a date mutually agreed to by the parties"

2. Section VI.C. of the Agreement is hereby deleted in its entirety. The foregoing deleted provision is replaced by the following:

Conditions During the Term of the Agreement

“During the Term of the Agreement the following conditions apply to Jones’ employment with the District:

(a) Jones shall continue to serve in his full capacity as General Manager of the District until a successor is appointed by the Board of Directors and is present in the office;

(b) While continuing to serve as General Manager, Jones shall cooperate fully with the Board of Directors, as requested, on the process of recruiting and transitioning duties to his successor and to not use more than nine (9) days or seventy-one (71) hours of available vacation, unless approved, in advance, by the Board of Directors;

(c) At such time as the successor General Manager begins service with the District and through the remaining term of the Agreement, Jones shall:

i. remain an employee of the District and available to the successor General Manager and Board of Directors by phone, email or in person, for any consultation or special assignments;

ii. be compensated at full salary and benefits for these services under the terms set forth in the Agreement and Amendments thereto; and

iii. be present at the District offices only if requested by the General Manager or the Board of Directors, except for conducting personal business such as employment and benefit matters.”

ALL OTHER TERMS OF JONES’ EMPLOYMENT AGREEMENT AND PREVIOUS AMENDMENTS THERETO SHALL REMAIN UNCHANGED

IN WITNESS WHEREOF, Jones and the District have caused this Amendment to be executed as of the day and year first above written.

JONES

DISTRICT

Eastern Municipal Water District,
A public agency of the State of California

By _____
Paul D. Jones, II, P.E.,
General Manager

By _____
Ronald W. Sullivan, President
Board of Directors