

### **THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

This Third Amendment is made to the Employment Agreement dated April 21, 2021, between the PARADISE IRRIGATION DISTRICT ("District") and MICKEY RICH ("Employee") on this 21st day of February, 2024.

#### **RECITALS**

WHEREAS, District and Employee entered into an Employment Agreement dated April 21, 2021;

WHEREAS, that Employment Agreement allows the parties to amend upon concurrence of the parties; and

WHEREAS, Employee wishes to continue serving as Assistant District Manager, and District wishes to retain Employee in that capacity.

NOW THEREFORE, District and Employee hereby agree to amend the above-referenced Employment Agreement as follows:

Effective upon approval by the Board of Directors, the following paragraph of the Employment Agreement shall be replaced with:

5. **SALARY.**


- (a) Effective May 1, 2024, District agrees to pay Employee One Hundred Twenty-Six Thousand, Five Hundred Dollars (\$126,500) in salary per year for her services, payable in installments at the same time as other employees of the District are paid and subject to customary withholdings.
- (b) Effective May 1, 2025, subject to subdivision (e), below, Employee's annual salary will increase to One Hundred Twenty-Nine Thousand, Six Hundred Sixty-Two Dollars and Fifty Cents (\$129,662.50) payable in installments at the same time as other employees of the District are paid and subject to customary withholdings.
- (c) Effective May 1, 2026, subject to subdivision (e), below, Employee's annual salary will increase to One Hundred Thirty-Two Thousand, Nine Hundred Four Dollars and Six Cents (\$132,904.06) payable in installments at the same time as other employees of the District are paid and subject to customary withholdings.
- (d) District has commissioned a study of comparable salaries for similar positions to those held by District employees, including Employee's position. The study has not been completed.
- (e) If the recommended salary in the study is less than \$129,662.50 no salary increase shall be given in 2025 or 2026 without an amendment to this agreement.

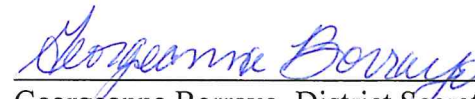
Nothing contained herein shall alter the at-will nature of Employee's employment or create an entitlement to payment if Employee is no longer employed.

All other provisions of the Employment Agreement dated April 21, 2021, shall remain in full force and effect as therein written.

IN WITNESS WHEREOF, The District has caused this Third Amendment to Employment Agreement to be signed and executed in its behalf by its President and duly attested. The Employee has also executed this Amendment.

  
\_\_\_\_\_  
Mickey Rich

  
\_\_\_\_\_  
Bob Matthews, President  
Paradise Irrigation District

ATTEST:   
\_\_\_\_\_  
Georgeanna Borrayo, District Secretary  
Paradise Irrigation District

## SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT is made to the Employment Agreement dated April 21, 2021, between the PARADISE IRRIGATION DISTRICT ("District") and MICKEY RICH ("Employee") on this 17th day of May, 2023.

### RECITALS

WHEREAS, District and Employee entered into an Employment Agreement dated April 21, 2021; and

WHEREAS, Employee wishes to continue serving as Assistant District Manager, and District wishes to retain Employee in that capacity.

NOW THEREFORE, District and Employee hereby agree to amend the above-referenced Employment Agreement as follows:

Effective upon approval by the Board of Directors, the following paragraph of the Employment Agreement shall be amended to read:

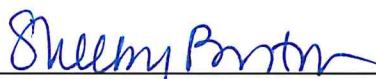
5. SALARY.


(a) Effective May 20, 2023, District agrees to pay Employee One Hundred Fifteen Thousand Dollars (\$115,000) in salary per year for her services, payable in installments at the same time as other employees of the District are paid and subject to customary withholdings.

All other provisions of the Employment Agreement dated April 21, 2021, shall remain in full force and effect as therein written.

IN WITNESS WHEREOF, The District has caused this Second Amendment to Employment Agreement to be signed and executed in its behalf by its President and duly attested. The Employee has also executed this Amendment.

  
Mickey Rich

  
Shelby Boston, President  
Paradise Irrigation District

ATTEST:   
Georgeanna Borrayo, District Secretary  
Paradise Irrigation District

## AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT is made to the Employment Agreement dated April 21, 2021, between the PARADISE IRRIGATION DISTRICT ("District") and MICKEY RICH ("Employee") on this 21st day of September, 2022.

### RECITALS

WHEREAS, District and Employee entered into an Employment Agreement dated April 21, 2021; and

WHEREAS, Employee wishes to continue serving as Assistant District Manager, and District wishes to retain Employee in that capacity.

NOW THEREFORE, District and Employee hereby agree to amend the above-referenced Employment Agreement as follows:


Effective upon approval by the Board of Directors, the following paragraph of the Employment Agreement shall be amended to read:

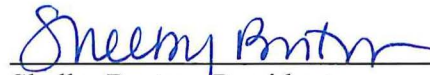
5. SALARY.


(a) Effective September 21, 2022, District agrees to pay Employee One Hundred Five Thousand Dollars (\$105,000) in salary per year for her services, payable in installments at the same time as other employees of the District are paid and subject to customary withholdings.

All other provisions of the Employment Agreement dated April 21, 2021, shall remain in full force and effect as therein written.

IN WITNESS WHEREOF, The District has caused this Amendment to Employment Agreement to be signed and executed in its behalf by its President and duly attested. The Employee has also executed this Amendment.

  
Mickey Rich

  
Shelby Boston, President  
Paradise Irrigation District

ATTEST:   
Georgeanna Borrayo, District Secretary  
Paradise Irrigation District

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made between the PARADISE IRRIGATION DISTRICT ("District") and MICKEY RICH ("Employee") this 21st day of April 2021.

### **RECITALS**

WHEREAS District desires to employ MICKEY RICH as Assistant District Manager of the Paradise Irrigation District.

WHEREAS MICKEY RICH desires to serve as Assistant District Manager of the Paradise Irrigation District.

WHEREAS the Board of Directors, as appointing power, and MICKEY RICH desire to agree in writing to the terms and conditions of MICKEY RICH employment as Assistant District Manager.

NOW, THEREFORE, the parties, by execution of this agreement, agree that all earlier agreements, amendments, understandings, communications, representations, or promises, whether written or oral, are hereby revoked and superseded by this Agreement.

### **AGREEMENT**

#### **1. DUTIES.**

(a) The parties recognize and affirm that: (1) Employee is an "at will" employee whose employment may be terminated by the District without cause; and (2) there is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and District.

(b) District agrees to employ Employee as Assistant District Manager of the Paradise Irrigation District effective April 21, 2021, to perform the functions and duties specified in Exhibit "A" attached hereto, and to perform other legally permissible and proper duties and functions as the District Manager or Board of Directors may from time-to-time assign.

(c) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable rules and regulations established by the District. Employee's performance shall at all times be subject to review by District Manager.

(d) Employee agrees to remain in the exclusive full-time employ of the District during the term of this Agreement.

(e) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law.



2. TERM. The term of this Agreement shall be from the date of execution hereof by the parties until terminated by either party in accordance with the provisions set forth in Paragraph 3, or until terminated by the event of the death or permanent disability of Employee.

3. RESIGNATION AND TERMINATION.

(a) Employee may resign at any time. Employee agrees to give District at least sixty (60) days' advance written notice of resignation.

(b) TERMINATION WITHOUT CAUSE. District may at any time terminate Employee without cause upon sixty (60) days' advance written notice. If the decision to terminate is without cause, Employee may elect one of the following two options:

(1) District agrees to pay Employee a cash payment equal to two (2) months' base salary. Said cash payment may be paid in one (1) lump sum upon the effective date of termination. Such payment will release District from any further obligations under this Agreement, except payment of any vacation leave accrued and unused sick leave compensation consistent with the Management employees as of the date of termination. The severance payment is in gross, does not constitute wages, and District shall report said payment on IRS Form 1099. Liability for income and other taxes applicable to the severance payment will be the sole responsibility of Employee; OR

(2) Employee may return to the position of Information Systems Manager, which she previously held with the District from February 14, 2015 until February 26, 2021. Employee will be reinstated to the position at the amount as reflected in the current salary schedule in effect for her previous position as identified under Schedule "A" in the Rules and Regulations Governing Employment Conditions, Salaries, and Benefits for Employees in the Management Unit.

(c) TERMINATION FOR CAUSE. Employment status and all of Employee's rights under this Agreement may be terminated by the Board upon written notice for cause which includes, but is not limited to, breach of contract or the failure to perform responsibilities as set forth in this Agreement, and as defined by law. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon Employee. Employee shall then be entitled to five (5) working days to respond in writing. The decision of the Board shall be final. If the decision to terminate is made for cause, Employee shall not be entitled to severance pay or rights to return to her previously held position as set forth above.

4. SEVERANCE PAY. If Employee is terminated because of conviction of any criminal offense involving moral turpitude, then District shall have no obligation to continue the employment of Employee or to pay the severance set forth above. If Employee is charged and ultimately convicted of a crime involving an abuse of her office or position, all severance payments shall be fully reimbursed to District. If Employee is terminated because she is charged with a crime involving abuse of office, District may deposit the severance payment with an independent escrow officer. If Employee is convicted of a crime involving abuse of office, the escrow officer shall refund the severance pay to

District. If Employee is acquitted of the charge, the escrow officer shall deliver the severance pay to Employee.

5. SALARY.

(a) Effective April 21, 2021, District agrees to pay Employee One Hundred Thousand Dollars (\$100,000) in salary per year for her services, payable in installments at the same time as other employees of the District are paid and subject to customary withholdings.

(b) After the Employee's annual evaluation is completed, the Board of Directors may recommend an additional increase to Employee's salary and/or a merit-based single payment. Any compensation adjustment must be approved by the Board of Directors at the open session of a regular board meeting and memorialized as an amendment to this Agreement.

6. AUTOMOBILE EXPENSE. Employee's duties require that she shall have the use of an automobile at all times during her employment. Employee shall provide her own automobile. District shall provide employee with Five Hundred Dollar (\$500.00) as a monthly automobile allowance. Employee shall maintain her vehicle in good condition and shall further maintain insurance coverage in the amounts determined by the District's insurance provider. *300.00* *me*

7. SUPPLEMENTAL BENEFITS. District shall provide the Employee the same benefits as provided to District's management employees and as such benefits may be amended from time to time. All actions taken by District relating to benefits for management employees shall be considered actions granting the same benefits to Employee. As used herein, "benefits" means holidays, sick leave, vacation leave, retirement benefits and payments, health insurance, vision insurance, dental insurance, disability insurance, and life insurance.

8. PERFORMANCE EVALUATION. The District Manager shall evaluate Employee's performance annually.

9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The Board of Directors, by resolution, may fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

10. NOTICES. Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO DISTRICT: Board of Directors  
Paradise Irrigation District  
6332 Clark Road  
Paradise, California 95969

TO EMPLOYEE: Mickey Rich  
1267 Montgomery Street  
Oroville, CA 95965

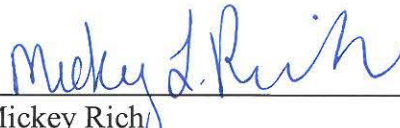
11. ENTIRE AGREEMENT. This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by both parties.

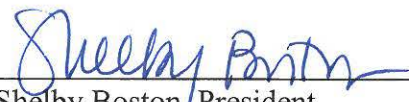
12. ASSIGNMENT. This Agreement is not assignable by either District or Employee.


13. SEVERABILITY. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

14. COUNTERPARTS. This Agreement may be executed in two (2) counterparts which shall be identified by number and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District has caused this Agreement to be signed and executed on its behalf by its President and duly attested by the Secretary. The Employee has also executed it.

  
\_\_\_\_\_  
Mickey Rich  
Employee

  
\_\_\_\_\_  
Shelby Boston, President  
Paradise Irrigation District Board of Directors

ATTEST:   
\_\_\_\_\_  
Georgeanna Borrayo  
District Secretary



**EXHIBIT A**  
**Assistant District Manager Job Description**  
**04/21/2021**

## **ASSISTANT DISTRICT MANAGER**

### **DEFINITION**

Under administrative direction, plans, organizes, coordinates, and directs departments, objectives, and projects as assigned by the District Manager; acts in the absence of the District Manager; performs related work as assigned.

### **CLASS CHARACTERISTICS**

This single position class is responsible for the development and administration of assigned programs and departments, including supervising any assigned staff. The employee is expected to demonstrate a high level of professional administrative expertise in establishing and maintaining efficient and effective departmental operations consistent with Board policies and administrative guidelines established by the District Manager. The employee also functions as a member of the District's management team and participates in addressing issues of concern to the District which may not have a direct impact on the employee's area of specialization. This position is distinguished from the District Manager, which is responsible for all District functions.

### **ESSENTIAL FUNCTIONS**

Essential functions include, but are not limited to, the following:

- Develops and implements goals, objectives, and work standards for assigned departments and projects; identifies problems, determines analytical approach, evaluates alternative courses of action, and makes recommendations regarding such areas as organizational structure, staffing requirements, cost analysis, productivity, and procedure modifications;
- Prepares or directs the preparation of a wide variety of information and background materials for the Board of Directors; attends and may present at Board and Committee meetings.
- Under direction of the District Manager, plans, schedules, supervises, reviews, and evaluates the work of assigned staff; directs staff training and development; reviews and evaluates employee performance; recommends disciplinary action; Assists with the administration of personnel related matters, including employment procedures, grievances, classification and pay, and employer-employee relations;
- Assist in labor negotiations with employee groups;
- Under direction of the District Manager, maintains liaison with representatives of other agencies, community groups, boards and commissions, contractors, joint powers authorities and others; coordinates and administers interagency agreements; assists in the development of District-wide goals and objectives; analyzes current and historical trends; determines variances and recommends improved cost effectiveness.
- Operates copiers and a variety of office equipment;
- Performs duties in a professional manner and works well with others or in a team setting;
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public;
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities;
- Observes safe work practices and safety methods; performs other duties as assigned.

- May serve as District representative before boards and commissions.
- Under direction of the District Manager oversees media and public relations
- Manages and provides support for the District's information systems, desktop systems, local area and wide area networks, and telecommunications and telephony systems. Oversees development of information systems related standards, specifications and administrative procedures and practices. Responsibilities include business systems applications, operating systems, GIS systems, SCADA systems, VOIP telephony systems, mobile devices, networking and data communications systems and a wide variety of technologies.
- Plans, organizes and directs customer relations activities.
- Supervise Information Systems (IS) staff and/or consultants responsible for system administration, analysis, programming and reporting as well as technical staff or consultants responsible for desktop computer hardware/software, network administration, and telecommunications operations and maintenance. Coordinate work with other District departments to provide timely, cost-effective, integrated systems and related support. Supervise employees with information technology duties.

## QUALIFICATIONS GUIDELINES

### Knowledge, Skills, and Abilities

#### Knowledge of:

- The principles and practices of public administration and government finance;
- Data collection and analysis techniques;
- Principles and practices of budgeting, accounting, finance, investment, auditing, and the development and maintenance of fiscal controls,
- Knowledge of retirement and medical plans offered to employees
- Risk management and insurance.
- The operations typical of district services;
- Principles and practices of supervision including selection, work evaluation, and training;
- Computer applications related to the work;
- Applicable laws and regulations; including Public personnel administration, and employer-employee relations.
- Techniques of maintaining effective Board/staff and public/staff relations.
- Municipal water treatment and distribution, including regulations.
- District operations and functions and associated information systems and technology issues.
- Principles and techniques of systems analysis and development
- Program planning; computer programming and processing
- Telecommunications systems and concepts

#### Ability to:

- Communicate clearly and concisely, both orally and in writing;
- Analyze, research, and prepare complex reports on a variety of subjects;
- Establish and maintain effective relationships with the community at large, the Board of Directors, District employees, other public officials, and others contacted in the course of the work; represent the District at various meetings;

- Plan, direct, and coordinate District programs including fiscal, investment, and records management programs;
- Select, train, supervise, and evaluate employees;
- Analyze legislation and develop effective recommendations;
- Operate programs within allocated amounts; plan and achieve a balanced budget;
- Respond to emergency and problem situations in an effective manner;
- Understand, explain, and apply policies and procedures; participate in developing new District policies;
- Analyze unusual situations and resolve them through application of management principles and practices; assist in developing comprehensive plans to meet future District needs/services;
- Deal constructively with conflict and develop effective resolutions;
- Plan, organize, and direct the data processing functions within the District
- Provide leadership, supervise, coordinate and direct systems analysis, design, and programming activities.
- Analyze systems data and situations, identify problems, reason logically, and develop conclusions and effective solutions.
- Perform duties within a flexible schedule which may include nights and weekends
- Travel as needed

#### Education & Experience

Any combination of education or experience that would likely provide the necessary knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: Bachelor degree in business or public administration, finance, accounting, or a closely related field, and five years of progressively responsible management level experience in administrative systems, finance, budgetary, or closely related work, preferably in a water or wastewater agency.

#### Licenses, Certificates, and Special Requirements

- None required

#### PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Employees may be required to wear and/or use personal protective and other safety equipment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; use hands and fingers to grasp; and feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Environment: Office environment. Frequently works in or around areas with minor amounts of dust. Some work done on ladders up to 4 feet above ground. Noise level is usually quiet.