

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

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

RECITALS

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

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

WHEREAS, on November 17, 2021, the parties approved First Amendment to Employment Agreement;

WHEREAS, Employee wishes to continue serving as 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:

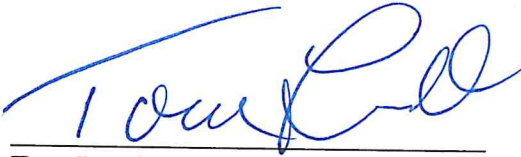
Effective February 24, 2024, upon approval by the Board of Directors, paragraph three (3) of the Employment Agreement shall be replaced with:

3. SALARY. District agrees to pay Employee One Hundred Eighty-Five Thousand Dollars (\$185,000.00) in salary per annum for his 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, and the First Amendment to Employment Agreement dated November 17, 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.

Dated: 2/22/24

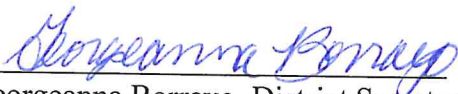

Tom Lando

Dated: February 21, 2024

Paradise Irrigation District


Bob Matthews, President

ATTEST:


Georgeanna Borrayo, District Secretary
Paradise Irrigation District

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT is made to Employment Agreement dated April 21, 2021, between the PARADISE IRRIGATION DISTRICT ("District") and Tom Lando ("Employee") this 17th day of November, 2021.

Recitals

Whereas, District and Employee entered into Employment Agreement dated April 21, 2021.

Whereas, the Agreement allows the parties to amend upon concurrence of the parties;

Whereas, Employee wishes to continue serving as 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 November 17, 2021, the following paragraph shall be added to Section 8 of the Employment Agreement referenced herein:

8(c)

If Employee is terminated other than for cause and while still willing and able to perform the duties of District Manager, District agrees to pay Employee a cash payment equal to three (3) month base salary at the time of termination. 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.

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 his office or position, all severance payments shall be fully reimbursed to District. If Employee is terminated because he 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.

All other provisions of the April 21, 2021 Employment Agreement 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.

Paradise Irrigation District

Dated: 11/17/2021

Shelby Boston
By: Shelby Boston, President

Dated: 11/18/21

Tom Lando
By: Tom Lando, District Manager

EMPLOYMENT AGREEMENT

This Agreement ("Agreement") is entered into by and between Paradise Irrigation District ("District"), a Special District of the State of California, and Tom Lando ("Lando") this 21st day of April, 2021.

RECITALS

Lando has served as Interim District Manager since August of 2020. The District desires to employ Lando as District Manager of the Paradise Irrigation District and Lando desires to serve as District Manager pursuant to the terms of this Agreement.

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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated, the District and Lando agree as follows:

AGREEMENT

1. Appointment and Duties of District Manager. Lando shall serve as the District Manager of the Paradise Irrigation District and will perform such duties as outlined in the District Manager's job description, attached hereto as Exhibit "A," and as authorized by current policy and rules of the District. Lando shall perform his duties to the best of his 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. Lando's performance shall at all times be subject to review by the Board of Directors. 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 service as District Manager shall begin on April 21, 2021 (the "Effective Date") and will continue until terminated, as set forth hereafter. 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 Lando for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Lando and District.

3. Salary. District agrees to pay Lando One Hundred Sixty-Two Thousand dollars (\$162,000) in salary per annum for his services, payable in installments at the same time as other employees of the District are paid and subject to customary withholdings.

4. Supplemental Benefits.

- a. Lando will receive the same holidays and sick leave offered to other District employees.

- b. Lando shall receive fifteen (15) days of vacation leave annually, which may be accrued under the same terms and conditions applicable to District employees generally. Vacation must be scheduled so as to not unreasonably disrupt the needs and operation of the District.
- c. Lando will not receive retirement benefits and payments, health insurance, vision insurance, dental insurance, disability insurance, or life insurance.

5. Outside Employment and Schedule. The parties acknowledge that Lando will provide administrative and consultant services to other entities during the term of this Agreement. Lando affirms that this will not interfere with his duties to serve as District Manager for the District and will devote the time necessary to serve as such. Lando shall commit the work time required to discharge the duties and responsibilities of District Manager. Because Lando will devote a great deal of time outside normal office hours and because flexibility in hours worked and work schedule benefit both the District and Lando, Lando has some discretion as to his work schedule and hours worked. Lando will prepare a schedule of days and times he will be available at the District Office and submit that schedule to the Board within two (2) weeks of execution of this Agreement.

6. Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by Lando and District through majority action of its Board of Directors.

7. Entire Agreement. This Agreement contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Lando acknowledges that there have not been any oral promises or understandings not contained in this Agreement.

8. Resignation and Termination.

(a) Employee may resign at any time. Lando agrees to give District at least thirty (30) days' advance written notice of resignation.

(b) District may at any time terminate Lando without cause upon thirty (30) days' advance written notice.

9. Automobile Expense. Lando's duties require that he shall have the use of an automobile at all times during his employment. Lando shall provide his own automobile. District shall provide employee with \$500.00 as a monthly automobile allowance. Lando shall maintain his vehicle in good condition and shall further maintain insurance coverage in the amounts determined by the District's insurance provider.

10. Performance Evaluation. The Board of Directors shall evaluate Lando's performance annually. In addition, every year the Board of Directors and Lando will set goals and objectives for the ensuing year. The Board of Directors shall evaluate Lando as to his performance related to the agreed upon goals and objectives. Lando shall be responsible for scheduling the reviews contemplated by this paragraph. The Board of Directors may at any time schedule a performance review.

11. Other Terms and Conditions of Employment. The Board of Directors, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Lando, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

12. 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 LANDO: Tom Lando
755 E 7th Street
Chico, California 95928

13. 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.

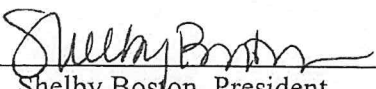
14. Assignment. This Agreement is not assignable by either District or Lando.

15. Indemnification. Lando shall be entitled to legal defense and indemnity as set forth in California Government Code sections 825, *et. seq.*, and 995, *et. seq.*

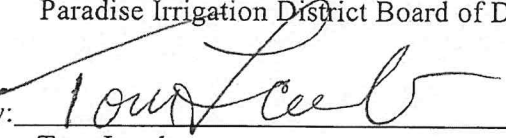
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth adjacent to its name.

Dated: April 21, 2021

Paradise Irrigation District

By: 
Shelby Boston, President
Paradise Irrigation District Board of Directors

Dated: April 21, 2021

By: 
Tom Lando

DISTRICT MANAGER

Definition

Under policy direction of the Board of Directors, to be in charge of the operations, functions, and administrative affairs of the District; to represent the Board's policies and programs with employees, community organizations, and the general public; to prepare budget requests and make recommendations to the Board on final expenditure levels; to be responsible for employer-employee relations; to be responsible for development, maintenance, and improvement of District facilities and services; and to perform other job related duties as required.

Examples of Duties

- Serves as Chief Administrative officer for the Paradise Irrigation District.
- Develops, recommends and establishes plans, procedures and management controls to implement Board policy.
 - Coordinates the preparation of the agenda for Board of Directors meetings.
 - Conducts a variety of special studies and surveys to determine effectiveness of District programs and services.
 - Represents the Board's policies and programs with employees, community representatives, and other government agencies.
 - Has responsibility for media and public relations.
 - Reviews budget requests.
 - Oversees the preparation of the annual budget, making recommendations to the Board on final expenditure levels.
 - Oversees the development and administration of capital improvement budgets and plans.
 - Maintains continuous awareness of administrative practices and recommends changes which increase the efficiency and economy of District operations and services.
- Has responsibility for District personnel matters, including employment procedures, grievances, affirmative action, and employer-employee relations.
 - Participates in negotiations with bargaining groups.
 - Prepares leases and agreements with other agencies.
 - Has general responsibility for District engineering functions.
- Represents District interests and communications with local, state, and federal agencies, consultants, political bodies, community organizations, committees, boards, commissions, and the public.
 - Serves as District representative before boards and commissions.
 - Has responsibility for District disaster preparedness and response.

Typical Physical Activities

- Travels regularly by airplane and automobile in conducting District business.
- Communicates orally with District Board members, co-workers, and the public in face-to-face, one-to-one and group settings.
 - Regularly uses a telephone for communication.
 - Uses office equipment such as computer terminals, copiers, and FAX machines.
 - Sits for extended time periods.

Special Requirements

Valid Driver License issued by the State Department of Motor Vehicles.

Employment Standards

Knowledge of:

Principles and practices of public administration , including administrative analysis, fiscal planning and control, and policy and program development.

Basic knowledge of engineering and construction principles applicable to the planning, design, and construction of District facilities.

Basic water treatment and distribution principles and practices.

Laws, rules, ordinances and legislative processes controlling irrigation district functions, programs, and operations.

Organization, operations, and problems of special districts.

Research and evaluation methodologies.

- Cost estimating and contract administration.
- Principles of budget development and expenditure control, including capital improvement budgets.
- Public personnel and employer-employee relations practices and legislation.
- Public and press relations.
- Principles of supervision, management, and general administration.

Ability to:

- Plan, organize, direct, coordinate, and supervise the functions and activities of an organization to achieve efficient operations and meet service goals.

Exercise leadership, authority, and management tactfully and effectively.

Prepare and administer a District budgeting and fiscal control process.

- Collect and analyze data on a variety of topics.

Effectively organize and carry out public and media relations.

Coordinate the preparation of Board agendas.

Administer personnel and employer-employee relations programs.

- Oversee the development and improvement of District facilities and services.

- Provide advice and consultation to the Board of Directors on the development of ordinances, regulations, policies, and programs.

Communicate well during public presentations.

Insure prompt and proper response to public concerns and complaints.

Prepare comprehensive technical reports and recommendations.

- Effectively represent the District policies, programs, and services with employees, contractors, representatives of other agencies, and the public.

Establish and maintain cooperative working relationships.

Desirable aualifications

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

Broad and extensive work experience in a management or administrative position in a private or public agency. Background should include responsibility for formulation and implementation of programs, budgets and administrative operations.

Graduation from an accredited college or university with major work in public, personnel or business administration , finance , engineering, or appropriate field which will provide a foundation for the required knowledge and skills.

The specific statements shown in each section of this description are not intended to be all- inclusive. They represent typical elements and criteria necessary to successfully perform the job.