

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made between the Paradise Irrigation District (“District”) and Kevin Phillips (“Employee”) on this 20th day of November 2024.

RECITALS

WHEREAS, District desires to employ Kevin Phillips as District Manager of the Paradise Irrigation District; and

WHEREAS, Kevin Phillips desires to serve as District Manager of the Paradise Irrigation District; and

WHEREAS, the Board of Directors (“Board”), as appointing power, and Kevin Phillips desire to agree in writing to the terms and conditions of his employment as 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understandings, communications, representations, or promises, whether written or oral, are hereby revoked and superseded by this Agreement.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 District without cause; and (2) there is no expressed 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 District Manager of the Paradise Irrigation District beginning December 18, 2024, 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 Board may from time-to-time assign.

(c) Employee 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 District. Employee’s performance shall at all times be subject to review by the Board.

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

(b) TERMINATION WITHOUT CAUSE. District may at any time terminate Employee without cause upon 90 (ninety) days' advance written notice. If the decision to terminate is without cause, District agrees to pay Employee a cash payment equal to three (3) 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 as of the date of termination. The severance payment is in gross and does not constitute wages. 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.

(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 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.

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 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.

5. SALARY. Effective December 18, 2024, District agrees to pay Employee \$210,000 (two hundred, ten thousand dollars) in salary per year for his services, payable in installments at the same time as other employees of the District are paid, and subject to customary withholdings. Any compensation adjustment must be approved by the Board at an open session of a regular board meeting and memorialized as an amendment to this Agreement.

6. ADMINISTRATIVE LEAVE. Employee shall be entitled to 80 (eighty) hours of administrative leave per year to be credited each January 1st. Unused administrative leave shall not be carried over from one year to the next, and no payment for unused administrative leave will be made upon resignation, termination, or retirement.

7. VACATION LEAVE. Employee shall accrue 160 (one hundred sixty) hours vacation leave per year. Vacation leave is accrued in equal installments each pay period. Upon termination of employment with the District, Employee shall be entitled to compensation for unused and accrued vacation days at the then current salary.

8. SICK LEAVE. Employee shall accrue 3.69 (three point sixty-nine) hours of sick leave per pay period. Upon termination of employment from the District, Employee will be compensated for unused sick leave as provided to District's management employees.

9. SUPPLEMENTAL BENEFITS. Except as otherwise provided in the Agreement, District shall provide Employee the same supplemental 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 are defined as holidays, retirement benefits and payments, health insurance, vision insurance, dental insurance, disability insurance, and life insurance.

Should Employee elect a medical insurance premium that is less than the District's contribution amount, Employee can elect to have the difference in the District contribution and the cost of the premium: (1) Deposited in his Health Savings Account; (2) transferred to his District sponsored 457 account; (3) deposited in his private IRA; or (4) received as wages, subject to deductions. Employee must make his election in writing at the time he selects his insurance plan. Should Employee wish to change the distribution method, he must provide the District 30 (thirty) days' written notice prior to the desired change.

10. PERFORMANCE EVALUATION. The Board shall evaluate Employee's performance annually.

11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The Board, 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.

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 EMPLOYEE: Kevin Phillips

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 Employee.

15. 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.


16. 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.



Kevin Phillips
Employee

**PARADISE IRRIGATION DISTRICT
BOARD OF DIRECTORS**


Robert Matthews, President

ATTEST:

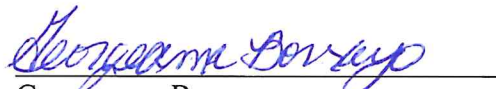

Georgeanna Borrayo
District Secretary

EXHIBIT A
Functions and Duties
District Manager, Paradise Irrigation District

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 Qualifications

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.