

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT (“Fourth Amendment”) is executed on April 1st, 2019, by and between Tehachapi-Cummings County Water District (“**District**”) and Thomas P. Neisler (“**Employee**”).

WITNESSETH:

WHEREAS, the District and the Employee are parties to that certain Employment Agreement dated January 18, 2017 (the “**Employment Agreement**”), as amended by the First Amendment to Employment Agreement, Second Amendment to Employment Agreement, and Third Amendment to Employment Agreement;

WHEREAS, subparagraph a of paragraph 3 of the Employment Agreement as amended provides that Employee’s annual salary is One Hundred Forty-Two Thousand One Hundred Fourteen Dollars (\$142,114) and that “Employee’s performance and salary shall also be reviewed at least once annually, typically in June of each year;”

WHEREAS, upon review of Employee’s performance and salary, the Board has approved a merit increase in Employee’s salary of Six Hundred Dollars (\$600);

WHEREAS, the parties wish to amend the Employment Agreement to reflect an annual salary increase of Six Hundred Dollars (\$600);

WHEREAS, Government Code section 53243.2 provides: “Any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position;” and

WHEREAS, the parties wish to amend the Employment Agreement to comply with Government Code section 53243.2;

NOW, THEREFORE, IT IS AGREED as follows:

1.0. Amendment of Section 3.a. Subparagraph a of paragraph 3 of the Employment Agreement is hereby amended to read as follows:

“Effective April 1, 2019, the District shall pay Employee a salary at the annualized rate of One Hundred Forty-Two Thousand Seven Hundred Fourteen Dollars (\$142,714) for Employee’s services as General Manager, payable in accordance with the District’s customary payroll practices. Employee’s salary shall be adjusted annually for a cost-of-living adjustment in the percentage granted to full-time

employees of the District. Employee's performance and salary shall also be reviewed at least once annually, typically in June of each year."

2.0. Addition of Section 6.d. Subparagraph d of paragraph 6 of the Employment Agreement is hereby added as follows:

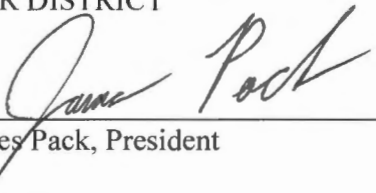
"d. Abuse of Office or Position. Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Employee receives from District shall be fully reimbursed to District if Employee is convicted of a crime involving an abuse of his or her office or position, as set forth in Government Code sections 53243.2 and 53243.4."

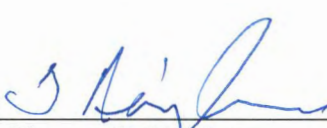
3.0. Scope. Except as amended hereby and by other prior amendments, the Employment Agreement dated January 18, 2017, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first indicated above.

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT

EMPLOYEE

By 
James Pack, President

By 
Thomas P. Neisler