EMPLOYMENT AGREEMENTBETWEEN VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY AND KODY TOMPKINS

This EMPLOYMENT AGREEMENT ("Agreement") is made by and between KODY TOMPKINS ("Tompkins") and the Board of Commissioners of the VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY, a joint powers authority ("Authority"), hereinafter also referred to as "Board of Commissioners." The Parties hereto agree as follows:

Section 1. Employment.

1.1 The Authority agrees to employ Tompkins in the position of Assistant General Manager for a five (5) year term, and Tompkins agrees and does accept employment in the position of Assistant General Manager, for a five (5) year term upon the terms and conditions set forth herein.

1.2 Tompkins agrees to perform the functions and duties of the position of Assistant General Manager as specified in the job description set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and any other functions or duties as may be established or directed by the Authority General Manager ("General Manager"). While performing the duties of the Assistant General Manager position, Tompkins shall be solely supervised, directed, and reviewed by the General Manager. The General Manager shall also have the To the extent that Tompkins is ever required to act in the capacity of General Manager, during such period only, he shall receive supervision, management, and direction from the Authority Board of Commissioners. Tompkins agrees to perform all functions and duties of his position with the Authority to the best of his ability and in an efficient and competent manner.

Section 2. Term of the Agreement.

2.1 This Agreement shall be for a term of Five (5) years, beginning 01/31/2026, and ending 06/30/2031. Subject to the Authority's right to terminate this Agreement and Tompkins's employment at any time pursuant to Section 3 of this Agreement, this Agreement shall automatically be renewed for subsequent one (1) year periods unless the Authority provides written notice to Tompkins no less than six (6) months prior to the expiration of the current term or an extended term that the Agreement will be terminated. Unless otherwise provided for by a subsequent written agreement between the Parties, the terms and conditions of this Agreement shall apply to any extended term of this Agreement.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the General Manager to terminate the services of Tompkins at any time, subject only to the provisions set forth in this Agreement. Termination is within the sole discretion of the General Manager, and thus the General Manager need not seek the input or approval of the Board of Commissioners prior to making such a decision.

2.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Tompkins to resign at any time from his position with the Authority, subject only to the provisions set forth in this Agreement.

2.4 Tompkins agrees to remain in the exclusive employment of the Authority during the term of this Agreement, and he shall neither accept other employment nor become employed by any other person, business, or organization during the term of this Agreement. As used in this section, the term "employed" shall not be construed to include occasional teaching, writing, or consulting on Tompkins' time off, which may be undertaken by Tompkins with the express written consent of the General Manager.

2.5 Except as otherwise specified herein, Tompkins is subject to the Authority's Personnel Rules and Regulations. In the event of a conflict between this Agreement and the Personnel Rules and Regulations, the terms of this Agreement shall control.

Section 3. Termination and Severance Pay.

3.1 Tompkins serves at the will and pleasure of the General Manager and may be terminated with or without cause at any time. Consequently, nothing in this Agreement shall in any way affect General Manager's right to terminate the employment of Tompkins and this Agreement on an at-will basis, with or without cause, at any time, as provided herein.

3.2 In the event Tompkins' employment and this Agreement are terminated without cause, Authority agrees to provide Tompkins with severance pay as a lump sum cash payment equal to nine (9) months' base salary, including any annual adjustment, less deductions required by law. Also, in addition to the lump sum payment, Authority shall provide for continuance of the Authority portion of Tompkins' health insurance benefits provided herein for nine (9) months from and after the date of termination or until Tompkins finds other employment, whichever occurs first.

3.3 In the event Tompkins is terminated for cause, Tompkins shall not be entitled to any severance pay or continued benefits. Termination for cause is defined as follows:

(a) A willful breach of this Agreement.
(b) Habitual neglect of duties required to be performed under this Agreement.
(c) Any acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.
(d) Refusal or failure to act in accordance with any specific written directive or order of the General Manager.

3.4 In the event that Tompkins is terminated for cause, Tompkins will be presented with written notice of the basis for said cause. Upon receipt of said written notice, Tompkins, within five (5) business days, may request a hearing before the Authority Board of Commissioners. The issue at the hearing shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that Tompkins would not be entitled to any severance pay and benefits. Under no circumstances shall Tompkins be entitled to reinstatement as a result of such hearing.

3.5 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Tompkins to voluntarily resign at any time from his position with Authority, subject only to the provisions set forth in this Agreement. In the event Tompkins desires to resign from his position with Authority voluntarily, Tompkins shall provide General Manager thirty (30) days' notice in advance, unless the Parties agree otherwise. In the event Tompkins voluntarily resigns, he shall not be entitled to any severance pay or benefits, the Authority shall pay Tompkins for all accrued benefits under the same terms and conditions applicable to Authority employees generally.

3.6 Notwithstanding any other provision herein, in accordance with Government Code Section 53260, the cash payment that Tompkins may receive in the event of the termination of this Agreement, as set forth in Section 3.2 above, shall not exceed an amount equal to the monthly base salary of Tompkins multiplied by the number of months left on the unexpired term of this Agreement.

Section 4. Salary and Expenses.

4.1 Authority agrees to pay Tompkins for his services rendered an annual base salary of Two Hundred and Fifty Thousand Dollars ($250,000), $20,833.33 monthly in installments at the same time as other employees of the Authority are paid, commencing **01/31/2026**. Tompkins's base salary shall be increased annually beginning on July 1, 2026, by the same percentage increase published as the calendar year average Consumer Price Index data reported in January for All Urban Consumers in the Ontario, San Bernardino, and Riverside area.

4.2 Except for the use of his personal vehicle for the performance of his duties, for which a vehicle allowance is provided under Section 5.8 of this Agreement, Authority shall reimburse Tompkins within its budget and upon approval of the General Manager for all actual and necessary expenses incurred in connection with the performance of his official duties. Tompkins agrees to maintain and submit accurate records of all expenses for which reimbursement is claimed.

Section 5. Benefits.

5.1 Tompkins' vacation accrual rate shall be calculated based on the total service credit of years Tompkins has been active in CalPERS, in accordance with and subject to Authority employee guidelines and policies.

5.2 Tompkins shall accrue paid administrative leave at a rate of two (2) weeks per year, commencing on **01/31/2026**. Tompkins may use administrative leave for personal business and/or other personal reasons. Notwithstanding the above, administrative leave is subject to a maximum accrual cap of four (4) weeks. Any excess administrative leave not used by the end of business on December 1 will automatically be cashed out at Tompkins then current base salary rate. Upon separation from employment, unused accrued administrative leave shall be paid at the Assistant General Manager's then-current base salary rate.

5.3 Authority agrees to provide for participation in and pay all Employer and Employee contributions in the California Public Employees Retirement System (PERS) are described as 2.5% at 55, not integrated with Social Security, or, if unavailable, an equivalent retirement program.

a) In addition, and except as provided hereinafter, the Authority will match Tompkin's contributions to a 457(b) deferred compensation plan, sponsored by the Authority, up to an amount equal to fifty percent (50%) of the maximum contribution limitations, subject to limitations on the contributions under section 457(b) of the Internal Revenue Code. The said contribution shall be deposited into Tompkins's designated deferred compensation account, administered by the Authority for all employees, during each pay period.
b) The Authority shall make an annual contribution equal to five percent (5%) of Tompkins' base salary to a 401(a) defined contribution retirement plan sponsored by the Authority. In the event Tompkins separates from service for any reason, including retirement, prior to the date the annual contribution is processed, the Authority shall make a prorated contribution within thirty (30) days of separation, calculated from January 1 of that year through the final date of employment. Such contribution shall be made annually, not exceed applicable state or federal contribution limits, and shall not be considered pensionable compensation for CalPERS purposes.

5.4 Authority agrees to keep in force and to pay the total amount of the premium payments for Tompkins for health insurance policies covering Tompkins and his dependents. Authority agrees to purchase and to pay the required premium on a term life insurance policy in an amount equal to 2.5 times Tompkins's annual salary. Authority also agrees to purchase and to pay the required premium on short-term and long-term disability insurance, the same as are provided to all general employees of Authority under Authority's Personnel Rules and Regulations. If required by the insurance provider, Tompkins agrees to submit once per calendar year to a complete physical examination by a qualified physician of his choice, the cost of which shall be paid by the Authority. Authority agrees to maintain Tompkins's medical records in confidence.

5.5 To the extent the Authority's approved annual budget designates sufficient funds for the purposes identified in this section, the Authority agrees to pay for the professional dues and subscriptions necessary for Tompkins continued and full participation in national, state, regional and local associations, and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of Authority.

5.6 Civic and Professional Organization Membership subject to the availability of appropriated funds and approval of the General Manager, the Authority shall pay for or reimburse reasonable dues and membership fees for the Assistant General Manager's participation in civic, professional, and community organizations where such participation serves a legitimate Authority purpose, enhances regional relationships, or supports the Assistant General Manager's professional development. Memberships shall be directly related to the Assistant General Manager's role and responsibilities, shall not be of a personal or political nature, and shall comply with all applicable laws, ethics requirements, and Authority policies.

5.7 To the extent Authority's approved annual budget designates sufficient funds for the following purposes, Authority agrees to pay registration fees and travel subsistence expenses of Tompkins for professional and official travel, meetings, and occasions adequate to continue the professional development of Tompkins and to adequately pursue necessary official business and other functions for Authority. Upon the prior approval of the General Manager, Authority also agrees to pay for related tuition, fees, and travel and subsistence expenses of Tompkins for educational degree programs, short courses, institutes, and seminars that are necessary for his professional development and the good of Authority.

5.8 Other Leave. Tompkins shall accrue sick leave and shall be provided with holiday leave and bereavement leave as are provided to other employees of the Authority under the Authority's Personnel Rules and Regulations.

5.9 Upon separation from employment for any reason, the Authority shall pay Tompkins for all accrued but unused vacation, administrative leave, sick, and any other accrued leave eligible for payout under this Agreement or applicable Authority policy. The Authority agrees that Tompkins shall be entitled to participate fully in any sick leave buy-back, conversion, or payout program available to executive or management employees.

5.10 Tompkins shall provide his own vehicle to be used in the performance of his duties, and Authority shall provide an automobile allowance of six hundred dollars ($600.00) per month for said use unless the General Manager chooses to allow the use of an Authority vehicle. Tompkins shall be responsible for paying for liability insurance as required by State law, fuel, maintenance, repair of his vehicle, and other costs associated with the ownership and use of his own personal vehicle.

5.11 Tompkins shall receive a technology allowance of one hundred dollars ($100) per month. It is understood that this technology allowance may be subject to state and federal withholdings.

Section 6. Performance Evaluation.

Authority shall review and evaluate the performance of Tompkins each year within thirty (30) days prior to this Agreement's anniversary date or as close to such date as possible. Said review and evaluation shall be conducted by the General Manager. The evaluation process shall include, but not be limited to, the use of "360 evaluations." With a positive evaluation and, at the discretion of the General Manager, Tompkins may be eligible for an annual one-time lump sum payment, and/or additional vacation or personal time off.

Section 7. Bonding.

Authority shall bear the full costs of any fidelity or other bonds required of Tompkins under any law or ordinance.

Section 8. General Provisions.

8.1 This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of Tompkins by Authority and contains all of the covenants and agreements between the parties with respect to the employment of Tompkins by Authority.

8.2 Each party agrees and acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

8.3 Any modification of this Agreement will be effective only if made in writing and signed by both Tompkins and Authority.

8.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8.5 This Agreement shall be governed by and construed in accordance with the law of the State of California. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement.

8.6 Tompkins acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

By: ______________________________
Kody Tompkins

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY,

By: ______________________________
Darron Poulsen, General Manager

APPROVED AS TO FORM:

By: ______________________________
General Counsel, VVWRA for Best & Krieger LLP