

**FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT is made as of the 1st day of January 2019, by and between the Mid-Peninsula Water District (hereinafter referred to as "DISTRICT") and Tammy A. Rudock (hereinafter referred to as "EMPLOYEE").

- A. The Parties entered into an EMPLOYMENT AGREEMENT ("Agreement") under which EMPLOYEE is employed in the position of General Manager of the DISTRICT;
- B. The Board of Directors conducted an annual performance evaluation of EMPLOYEE commencing in October of 2014 and took action to increase EMPLOYEE's salary to \$162,500 pursuant to Resolution No. 2015-01; and
- C. The Board of Directors conducted an annual performance evaluation of EMPLOYEE commencing in December of 2015 and took action to increase EMPLOYEE's salary to \$172,250 pursuant to Resolution No. 2016-01; and
- D. The Board of Directors conducted an annual performance evaluation of EMPLOYEE commencing in December of 2016 and took action to increase EMPLOYEE's salary to \$178,279 pursuant to Resolution No. 2017-06; and
- E. The Board of Directors conducted an annual performance evaluation of EMPLOYEE commencing in January of 2018 and took action to increase EMPLOYEE's salary to \$185,410 pursuant to Resolution No. 2018-09; and
- F. Following an annual performance evaluation, which commenced in February of 2019, the Board of Directors took action to increase EMPLOYEE's salary to \$190,972 and to include a \$1,000 monthly San Francisco Bay Area cost of living stipend pursuant to Resolution No. 2019-10; and
- F. The Board of Directors desires to amend the Employment Agreement with the General Manager to reflect the adjustment in EMPLOYEE's compensation.

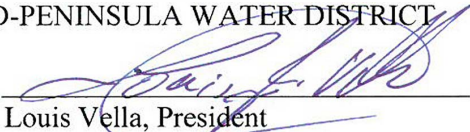
NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. Section 3.1, Salary, is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

Effective as of January 1, 2019, the District agrees to pay Employee a salary at the annualized rate of \$190,972 for Employee's faithful and diligent performance of the duties and obligations of General Manager, payable in installments in accordance with the District's customary payroll practices. In addition, the District agrees to pay Employee a \$1,000 monthly San Francisco Bay Area cost of living stipend, with the understanding that that the stipend is not intended to meet the definition of "payrate" or "special compensation" for purposes of reporting the General Manager's compensation to CalPERS.

- 2. Except for those changes expressly specified in this Fifth Amendment, all other provisions, requirements, conditions, and sections of the Agreement, as previously amended, remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement is entered into as of the date first written above by the duly authorized representatives of the parties.

MID-PENINSULA WATER DISTRICT
By: 
Louis Vella, President
Board of Directors

TAMMY A. RUDOCK
