

## **GENERAL MANAGER EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made between **MIDWAY CITY SANITARY DISTRICT**, hereinafter referred to as "District" and **KENNETH ROBBINS**, hereinafter referred to as "Kenneth Robbins" or "General Manager," and entered into, to be effective the 1<sup>st</sup> day of August, 2015 ("Effective Date"), as follows:

### **RECITALS**

WHEREAS, District has previously employed Kenneth Robbins as General Manager of District pursuant to that Employment Agreement effective August 1, 2013; and

WHEREAS, District now desires to continue to employ Kenneth Robbins as General Manager of District and Kenneth Robbins is willing to continue in such employment position.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, District and Kenneth Robbins agree as follows:

#### **Section 1:            Term of Employment**

District hereby employs Kenneth Robbins and Kenneth Robbins hereby accepts employment as General Manager with the District in accordance with the terms of this Employment Agreement. The term of this Employment Agreement shall commence on the effective date set forth above and terminate at midnight on July 31, 2018. District and General Manager each agrees to provide the other a minimum of ninety (90) days advance written notice of intent not to renew this Employment Agreement.

#### **Section 2:            General Duties**

Kenneth Robbins shall serve as the General Manager of the District. In the capacity of General Manager of District, Kenneth Robbins shall do and perform all services, acts, or

things necessary or advisable to manage and conduct the business of District, as may be determined and assigned to him by District, subject at all times to the policies set by the District Board. Attachment "1" hereto is the current Job Description for the General Manager, as established by the District Board, which attachment is incorporated herein by this reference. This Job Description may be amended at any time in the sole discretion of District's Board of Directors.

**Section 3:**            **Compensation**

As compensation for the services to be performed hereunder, General Manager shall receive an annual salary of \$145,600.00, which salary shall be deemed effective August 1, 2015 and shall be increased annually for the term of this Employment Agreement as follows: (a) effective August 1, 2016, General Manager's annual salary shall be \$149,968.00; (b) effective August 1, 2017, General Manager's annual salary shall be \$154,467.00. Periodically, General Manager's salary may be adjusted by the District's Board of Directors. The District shall pay General Manager not less than bi-weekly during the term of General Manager's employment. Notwithstanding the benefits otherwise provided for herein, nothing in this Agreement shall be construed to allow General Manager to be entitled to compensatory time off or to otherwise be treated as an hourly employee of the District.

**Section 4:**            **Tax Withholding**

District shall have the obligation to deduct or withhold from the compensation due to General Manager any and all sums required for federal income and other payroll taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

**Section 5:            Annual Vacation**

Except as set forth below, General Manager shall be entitled to receive vacation time each year in accordance with the vacation accrual policy applicable to the District's unrepresented (non-union) employees, as such policy may be periodically amended by District's Board of Directors.

Notwithstanding the foregoing, General Manager's vacation time accrual may be reviewed and adjusted by the Board of Directors annually in its sole discretion, concurrently with the General Manager's annual evaluation.

Any request by General Manager for vacation pay in lieu of time off shall be subject to and processed in accordance with the policy established by the District's Board of Directors, as such policy may be periodically amended.

**Section 6:            Holidays**

General Manager shall be entitled to holidays, personal holidays and annual personal leave days on the same basis as other District unrepresented (non-union) employees.

**Section 7:            Illness/Sick Leave**

General Manager shall accrue sick leave on the same basis as other District unrepresented (non-union) employees. If General Manager's service with the District is severed by District action or General Manager's resignation, then General Manager shall be compensated for fifty (50%) of General Manager's unused earned sick leave up to a maximum of 192 hours at General Manager's then current rate of pay. If General Manager's service with the District is severed by General Manager's retirement or death, then General Manager shall be compensated for one hundred (100%) of General Manager's unused earned sick leave up to a maximum of 192 hours at General Manager's then current rate of

pay. In the case of termination by reason of the death of the General Manager, then such compensation shall be paid to either the General Manager's beneficiary or to General Manager's estate entitled thereto.

**Section 8:**            **Bereavement Leave**

General Manager shall be entitled to paid leave for bereavement in the amount of up to three (3) days in the event of a death in the General Manager's immediate family. General Manager's immediate family shall mean the spouse, child, stepchild, parent, stepparent, grandparent, grandchild, son or daughter-in-law, sibling, parent-in-law, brother or sister-in-law, or any relative living in the immediate household of the General Manager.

**Section 9:**            **Jury Duty**

General Manager shall be compensated at General Manager's regular salary rate for all of the time that General Manager is required to be absent for jury duty; provided, however, that such District payment shall be offset by any jury duty per diem being paid to General Manager. General Manager is required to present proof of jury service in order to be compensated.

**Section 10:**           **Medical Coverage**

District agrees to include General Manager, and General Manager's dependents, in the coverage of its medical/health/dental insurance on the same basis as other District unrepresented (non-union) employees.

**Section 11:**           **Life Insurance**

District agrees to provide General Manager with term life insurance coverage in the amount of \$100,000.00.

**Section 12:            Cellular Phone**

District will provide General Manager with a cellular telephone, with voice mail, to be used for District purposes only and not for personal use. General Manager shall be available to the District's personnel and Board Members by cellular telephone when the General Manager is out of the District office. General Manager is required to have the cellular telephone so that General Manager can monitor District business and respond to emergency calls involving District business.

**Section 13:            Use of District Vehicle**

For the benefit of District, General Manager has been assigned a District vehicle. General Manager may use the vehicle for District business only, not for personal use. General Manager understands that the District may use the assigned District vehicle for District business at any time.

**Section 14:            Retirement**

General Manager shall be a member of District's retirement plan, adopted and existing pursuant to contract with the State of California Public Employees Retirement System (PERS). District shall pay the full amount of the required employer's contribution for the benefit of General Manager and shall pay General Manager's employee required contribution pursuant to the District's plan, including "PERS Pickup", to the same extent that the District pays for such employee required contributions on behalf of District's other employees participating in the 3% at 60 years of age retirement benefit program. To the extent that those employees are required to pay the employee required contribution, General Manager shall, on the same basis, also be required to pay his employee required contribution.

**Section 15:            Termination**

District and General Manager agree that during the term of this Agreement, General Manager shall be subject to termination by District only for "just cause". The term "just cause" shall mean any cause set forth in Attachment 2 hereto, which attachment is incorporated herein by this reference. District and General Manager agree that General Manager's employment and this Employment Agreement may be terminated in the following manner:

- (a) District will provide to General Manager written Notice of Intent to Terminate for "just cause" pursuant to Section 19 herein. If General Manager signs and delivers to District the Separation Agreement and General Release attached hereto as Attachment 4 in exchange for receipt of the severance allotment payment, termination for "just cause" shall result in the immediate discharge of General Manager. If General Manager does not opt to receive, or is not entitled to receive, the severance allotment payment, then upon receipt of the Notice of Intent to Terminate, General Manager shall have the right to meet with the Board ("Skelly" hearing) prior to a final employment termination decision being made. Once a final decision is made, General Manager shall have the right to contest that decision in the same manner as other unrepresented employees of the District.
- (b) General Manager may provide written notice of termination at any time pursuant to Section 19 herein.
- (c) The Agreement expires pursuant to Section 1 and the District does not renew the Agreement. District shall provide a minimum of ninety (90) days advance

written notice to General Manager of nonrenewal of this Employment Agreement.

**Section 16:**            **Severance**

(a) Upon termination of General Manager's employment by District pursuant to Section 15(a) herein, and if General Manager timely executes and delivers to District an original Separation Agreement and General Release in the form attached hereto as Attachment 4, and does not thereafter timely exercise his right to revoke said Separation Agreement and General Release, General Manager shall receive his earned income and a severance allotment as follows:

- (1) Cash for all uncompensated accrued earnings and vacation and sick leave (in accordance with Section 7 herein) as of the effective date of termination; and
- (2) A severance allotment as follows: An amount equal to six (6) months' salary of General Manager and six (6) months of medical insurance and life insurance benefits on the same basis as District is providing such benefits immediately prior to termination of employment. However, if the unexpired term of the Employment Agreement is less than six (6) months, the severance allotment shall be in an amount equal to General Manager's monthly salary multiplied by the number of full months left on the unexpired term of this Employment Agreement along with the corresponding medical and life insurance benefits for such number of months.

- (b) Notwithstanding the foregoing in Section 16(a), if the basis for the "just cause" for termination pursuant to Section 15(a) herein is that the General Manager engaged in any of the activities listed on Attachment 3, which attachment is incorporated herein by this reference, upon termination of General Manager's employment for such reason(s), General Manager shall receive his earned income as follows:
  - (1) Cash for all uncompensated accrued earnings and vacation and sick leave (in accordance with Section 7 herein) as of the effective date of the termination; and
  - (2) No severance allotment shall be paid.
- (c) Upon termination of General Manager's employment pursuant to Section 15(b) herein, General Manager shall receive his earned income as follows:
  - (1) Cash for all uncompensated accrued earnings and vacation and sick leave (in accordance with Section 7 herein) as of the effective date of the termination ; and
  - (2) No severance allotment shall be paid.
- (d) Upon expiration of the term of the Agreement without a renewal by the District, General Manager shall receive his earned income as follows:
  - (1) Cash for all uncompensated accrued earnings and vacation and sick leave (in accordance with Section 7 herein) as of the effective date of the termination; and
  - (2) No severance allotment shall be paid.



(e) In accordance with Government Code Sections 53243 and 53243.2, and notwithstanding any other provision of this Agreement, the parties hereto agree as follows:

(1) To the extent, if any, that General Manager is paid leave salary and benefits pending an investigation, General Manager shall fully reimburse District for such leave salary and benefits if General Manager is convicted of a crime involving an abuse of his office or position; and

(2) If General Manager receives any severance allotment or other cash settlement from District upon termination of this Agreement, General Manager shall fully reimburse District for such severance allotment or cash settlement if General Manager is convicted of a crime involving an abuse of his office or position. For purposes of this subsection (e) the phrase "abuse of office or position" shall have the meaning as set forth in Government Code Section 53243.4.

**Section 17:            Performance Evaluations**

At least once annually, District's Board of Directors shall perform an evaluation of General Manager's performance. General Manager shall annually cause the performance evaluation to be placed on a Board of Director's meeting agenda not more than one hundred fifty (150) and not less than thirty (30) days prior to the August 1 annual anniversary date of this Employment Agreement. Nothing herein shall preclude District's Board of Directors from reviewing General Manager's performance on a more frequent basis.

**Section 18:            Expenses**

In addition to the compensation provided above, District will reimburse General Manager for all reasonable expenses incurred within the scope and nature of General Manager's employment. Expenses shall be reimbursed by District to General Manager upon submission of a signed statement itemizing the expenses incurred, and payment shall be made upon approval of such expenses by District's Board of Directors. Individual expenses in excess of Two Hundred Dollars (\$200.00) must be approved in advance by the District's Board. The District's Travel Policy will also apply to the position of General Manager.

**Section 19:            Notices**

Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by United States mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the General Manager at the address maintained in the personnel records of District. Notices to the District shall be addressed as follows:

Midway City Sanitary District  
Attention: Board President  
14451 Cedarwood Avenue  
Westminster, CA 92683

With Copy To: Midway City Sanitary District  
Attention: General Counsel  
14451 Cedarwood Avenue  
Westminster, CA 92683

Either party may change his/its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of the date of actual delivery; mailed notices shall be deemed communicated as of the date of mailing.

**Section 20:            Entire Agreement**

This Employment Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Kenneth Robbins by

District and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Employment Agreement 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 no other agreements, statements or promises not contained in this Employment Agreement shall be valid or binding on either party. District and General Manager acknowledge and agree that as of the effective date of this Employment Agreement, any prior employment agreement(s) between them shall be deemed terminated.

**Section 21:**            **Modifications**

Any modification of this Employment Agreement will be effective only if it is in writing and signed by the parties.

**Section 22:**            **Effect of Waiver**

The failure of either party to insist on strict compliance by the other party with any of the terms, covenants, or conditions of this Employment Agreement shall not be deemed a waiver of those terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**Section 23:**            **Partial Invalidity**

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

**Section 24:            Acknowledgment**


- (a) General Manager acknowledges that he has been advised and encouraged to seek independent advice regarding this Employment Agreement from his own legal representative.
- (b) District and General Manager acknowledge that they have read the above paragraphs and fully understand the terms, nature and effect of this Employment Agreement which they voluntarily execute.

**Section 25:            Governing Law**

This Employment Agreement shall be governed by and construed in accordance with the laws of the State of California, in force and effect as of the date of execution.

Executed on this 1st day of September, 2015, at Westminster, California.

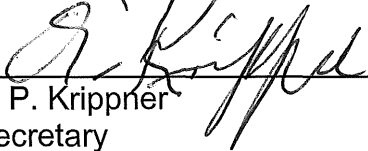
**MIDWAY CITY SANITARY DISTRICT**

  
\_\_\_\_\_  
Frank A. Cobo  
President

**GENERAL MANAGER**

  
\_\_\_\_\_  
Kenneth J. Robbins Jr.

**ATTEST:**

  
\_\_\_\_\_  
Al P. Krippner  
Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
James H. Eggart  
General Counsel

## ATTACHMENT 1

### GENERAL MANAGER MIDWAY CITY SANITARY DISTRICT

**Summary:** The General Manager shall act as the Executive Officer of the Midway City Sanitary District under the direction of, and responsible to the Board of Directors. He/She administers the District and has management and control of the operations and works of the District, subject to approval by the Board of Directors and provides day-to-day leadership for the District.

#### 1. GENERAL:

- A. Carries into effect the express policies of the Board of Directors, and assists in planning the short, medium and long-term operational program for the District.
- B. Responsible for preparing and recommending to the Board of Directors the short and long term planning of District resources and needs.
- C. Translates the goals and objectives of the Board to the community.
- D. Develops and recommends the long-term and annual plans for District construction and maintenance projects, sanitary sewer maintenance, repair, upgrades, and similar projects.
- E. Develops and recommends long-term and annual plans for solid waste management and recycling programs.
- F. Develops, recommends, and interprets the District service fee structure and policies.
- G. Prepares, evaluates, and recommends franchise agreements in conjunction with the District's General Counsel.
- H. Position requires the employee to be on call seven days per week, 24 hours per day.

#### 2. FINANCES:

- A. Responsible for the preparation, recommendation, and management of the District budget, which includes conducting studies and providing oral and written presentations to the Board of Directors and the community.
- B. Responsible for insuring the timely preparation of all financial reports, filings, and requests for funds from other agencies.

- C. Responsible for the timely reporting on a regular basis of the financial position of the District to the Board of Directors.
- D. Responsible for the short and long term planning of the District's financial resources and needs.
- E. Makes recommendations regarding the financial needs of the District for Board consideration and will carry out the direction of the Board.
- F. Insures that various purchasing and accounting tasks are performed including monitoring of expenditures, and explaining variances from the budget; sees that regular financial statements are prepared and direct all accounting functions; provide for proper accounting of all District receipts; approves purchases for the District of up to \$5,000 except as otherwise provided for in the District's purchasing policy. Approve contracts for District services and expenditures not exceeding \$5,000 subject to review or ratification by the Board.
- G. Monitor District bidding practices, specifications and budgetary expenditures; consult with District supervisors regarding capital improvement projects and sanitation operations and present related recommendations to the Board of Directors.
- H. Work closely with outside auditors to provide a certified audit of the financial affairs of the District in a timely manner. Coordinate with accountants to provide cash management of other District assets; perform cash flow analysis to provide for known variations in cash flow through bank deposits and investments.
- I. Manage and oversee the operations related to the District's parcel program for tax roll collection of user fee rates; provide for proper submittal of the information to the County of Orange in the format specified by the County and within the time frame set each year.
- J. Researches potential grant and other financing options available for funding of District projects and prepares related proposals and program evaluation reports.
- K. Under the direction of the Board of Directors directs the investment of reserve funds in accordance with District investment policy.

3. **MEETINGS:**

- A. Attends meetings of the District's Board and other such meetings as the Board specifies. Will be the District Liaison with other agencies and communities (e.g. City of Westminster, County of Orange, Orange County Sanitation District, Chambers of Commerce, and professional agencies).

- B. Prepare or cause to be prepared, Board agendas with supporting documentation as necessary, and provides regular reports on the status of District matters.
- C. Recommend policies and procedures for District operations to the Board of Directors and, once approved, implements them as directed by the Board.
- D. Perform other related duties as assigned and directed by the Board.

4. **PERSONNEL MANAGEMENT:**

- A. Shall employ, review, and supervise such assistants and other employees for the proper administration of the District and the proper operation of the District subject to the employee memorandum of understanding, and subject to approval by the Board of Directors.
- B. Prepares and recommends to the Board of Directors written employee policies and practices, and insures that they are followed after adoption by the Board of Directors.
- C. Insures a system of written performance evaluations of District employees is undertaken on a yearly basis for all employees.
- D. Has discretion to delegate authority for supervision and has discretion and authority to direct all employees.
- E. Performs other various personnel-related tasks such as compiling and maintaining records on District personnel, recommending job descriptions and assignment of duties; and termination of employees after consulting with supervisory personnel, District's legal counsel, and informing the Board of Directors.
- F. The General Manager's personnel management goal will be to provide a motivating work environment for District employees.
- G. Supervise and/or works closely with consultants, contracted engineering firms, and all contracted services to ensure the value of the services to the District.
- H. Administers risk management and insures that proper safety instructions are given to all employees on a regular and continuing basis.

5. **CUSTOMER SERVICE:**

- A. Maintains cordial relations with all persons entitled to the services of the District and attempts to resolve all public and employee complaints.
- B. Encourages citizen participation in the affairs of the District.

C. Prepares and insures that press releases have been approved by the Board of Directors before release.

D. Prepares articles and oversees the publication of the District newsletter.

6. **CERTIFICATES, LICENSES, REGISTRATIONS:**

Valid California driver's license.

7. **EXPERIENCE:**

Five years of broad and progressively responsible experience involving the management and administration of special District operations to include experience in solid waste management and sanitary sewer operations.

8. **KNOWLEDGE OF:**

Sanitary District operations and practices and related City, county, state and federal regulations, codes and ordinances; waste management and recycling laws, regulations and community standards regarding sewer and solid waste collection; pump station maintenance practices; theories and principles of public management; principles and practices of safety, risk management, personnel supervision and contract administration. Working knowledge of CAD and GIS systems.

9. **ABILITY TO:**

- Plan, organize and manage District operations;
- Define service goals and objectives;
- Establish and evaluate District policies, practices and procedures; analyze and interpret sanitation and waste management technologies, laws, regulations, codes, ordinances and requirements;
- Conceptualize, develop and implement community education programs;
- Administer risk management and safety awareness programs; present operating budget and capital improvements recommendations for Board approval;
- Prepare and present a variety of reports and correspondence;
- Train, supervise and evaluate the work of assigned staff and contract personnel;
- Provide policy direction to District employees to resolve fee assessment, refund and exemption issues;



- Communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with the Board, City and District staff, county, regional, state and federal representatives, commercial haulers, consultants, contractors, vendors, business owners, educators, community associations, and public and private representatives;
- Maintain confidentiality of sensitive District information;
- Remain current in industry trends through educational related activities in areas pertinent to District services.

10. **PHYSICAL REQUIREMENTS:**

Requires occasional bending, stooping, lifting and movement of objects weighing 50 pounds or less. The employee is expected to operate a motor vehicle to inspect construction projects, sanitary work, transfer stations, recycling centers, and to attend various community and professional meetings.

## ATTACHMENT 2

For purposes of this Agreement, the term "just cause" shall include but not be limited to the following:

- A. Incompetency
- B. Inefficiency
- C. Neglect of duty
- D. Insubordination
- E. Dishonesty
- F. Drunkenness or use of alcohol on duty
- G. Intemperance
- H. Use of controlled substances
- I. Inexcusable absence without leave
- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, shall be deemed to be a conviction.
- K. Immorality
- L. Discourteous treatment of the public or other employees
- M. Improper political activity
- N. Willful disobedience
- O. Misuse of District property
- P. Violation of any Board of Directors policy, rule or directive
- Q. Violation of conflict of interest law or regulation
- R. Misappropriation of public funds or other illegal fiscal practices
- S. Fraud
- T. Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to District

- U. Corruption in office or a similar type of offense
- V. Unlawful discrimination, including harassment, based upon race, religious creed, color, national origin, ancestry, marital status, sex, age or sexual orientation against the public or other employees while acting in the capacity of a District employee.
- W. Unlawful retaliation against any other District officer or employee or member of the public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority, any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related to the job.
- X. Activities which are inconsistent, incompatible or in conflict with the duties of General Manager. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:
  1. Using the prestige or influence of the District or the Board of Directors for private gain or advantage or the private gain of another.
  2. Using District time, facilities, equipment or supplies for private gain or advantage.
  3. Using, or having access to, confidential information available by virtue of District employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
  4. Receiving or accepting money or any other consideration from anyone other than the District for the performance of duties as General Manager.
  5. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan or any other thing of value from anyone who is doing or is seeking to do business of any kind with the District under circumstances from which it reasonably could be substantiated that the gift was intended to influence General Manager in his official duties or was intended as a reward for any official actions performed by General Manager.
  6. Failing to devote his full time, attention and efforts to his District employment during his hours of duty as a District employee.

### ATTACHMENT 3

Bases for termination for which General Manager shall not be entitled to severance allotment:

- A. Dishonesty
- B. Conviction of a felony or misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, shall be deemed to be a conviction.
- C. Misuse of District property, time, facilities, equipment or supplies for private gain or advantage.
- D. Violation of conflict of interest law or regulation.
- E. Misappropriation of public funds or other illegal fiscal practices.
- F. Fraud
- G. Corruption in office or a similar type of offense.

## ATTACHMENT 4

### SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Separation Agreement") is entered into by KENNETH ROBBINS ("General Manager") and Midway City Sanitary District ("Employer"), in light of the following facts:

**A.** General Manager's employment by Employer, and the Employment Agreement under which he was employed, have been terminated with just cause.

**B.** General Manager is hereby informed that he has 21 days from receipt of this Agreement to consider it. Employer hereby advises General Manager to consult with an attorney before signing this Agreement.

**C.** General Manager acknowledges that for a period of seven days following the signing of this Agreement ("Revocation Period"), he may revoke the Agreement. This Agreement shall not become effective or enforceable until the Revocation Period has expired.

**D.** General Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary and accrued vacation, due and payable to him through his termination. General Manager also acknowledges that Employer has made this Salary Payment without regard to whether he signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

**E.** General Manager acknowledges that the Severance Allotment Payment referenced in paragraph 2 of this Agreement is in excess of all amounts that are due and owing to him as a result of his employment by Employer.

1. Receipt of Salary Payment. General Manager hereby acknowledges receipt of a check for all salary and accrued vacation owing ("Salary Payment") from Employer.

2. Severance Allotment Payment. Following return to Employer of this Agreement signed by General Manager and expiration of the Revocation Period, without General Manager's having revoked, Employer shall make the applicable Severance Allotment Payment provided for pursuant to Section 16(a)(2) of the Employment Agreement with Employer.

3. General Release. In consideration of the Severance Allotment Payment provided to General Manager, and other good and valuable consideration, General Manager hereby releases and discharges Employer and its past and present directors, employees, representatives, agents and attorneys, from all rights, claims causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment with Employer which he now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, the Meyers-Milias Brown Act, the Vocational Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, or the California Labor Code, under any other federal, state, or local employment practice legislation, or under federal or state common law, including wrongful discharge, express or implied contract, breach of public policy, or violation of due process rights.

General Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. General Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Employer and its past and present directors, employees, representatives, agents and attorneys, General Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

General Manager further acknowledges that he has read this General Release and that he understands that this is a general release, and that he intends to be legally bound by the same.

4. Fees and Costs. General Manager and Employer agree that in the event of litigation relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

5. Non-Disparagement. General Manager and Employer each warrant and agree that he/it will not disseminate, orally or in writing, any comments which are in any way negative about, or disparaging to the other, or to the other's representatives or employees, or any of them.

6. Complete Agreement. Except for the applicable provisions of the parties' Employment Agreement, which are referenced herein, this is the entire agreement between General Manager and Employer with respect to the subject matter hereof and this Agreement supersedes all prior and contemporaneous oral and written agreements and discussions. It may only be amended in writing.

7. Recitals. The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

DATED: \_\_\_\_\_ KENNETH ROBBINS

MIDWAY CITY SANITARY DISTRICT

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
[Name]  
Its \_\_\_\_\_



## FIRST AMENDMENT TO GENERAL MANAGER EMPLOYMENT AGREEMENT

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT** ("Amendment") is made and entered into this 21st day of November, by and between **MIDWAY CITY SANITARY DISTRICT**, hereinafter referred to as "District," and **KENNETH ROBBINS**, hereinafter referred to as "Kenneth Robbins" or "General Manager".

### RECITALS

WHEREAS, District currently employs Kenneth Robbins as General Manager of District pursuant to that certain Employment Agreement effective August 1, 2015 ("Employment Agreement"); and

WHEREAS, District desires to continue to employ Kenneth Robbins as General Manager of District and Kenneth Robbins is willing to continue in such employment position; and

WHEREAS, Section 1 of said Employment Agreement currently provides that it shall terminate at midnight on July 31, 2018; and

WHEREAS, the parties desire to amend said Employment Agreement to extend its termination date by three (3) years and to establish the General Manager's annual salary for each of these three (3) additional years; and.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, District and Kenneth Robbins agree as follows:

1. Section 1 (Term of Employment) of the Employment Agreement is hereby amended to read as follows:

District hereby employs Kenneth Robbins and Kenneth Robbins hereby accepts employment as General Manager with the District in accordance with the terms of this Employment Agreement. The term of this Employment Agreement shall commence on the effective date set forth above and terminate at midnight on July 31, 2021. District and General Manager each agrees to provide the other a minimum of ninety (90) days advance written notice of intent not to renew this Employment Agreement.

2. Section 3 (Compensation) of the Employment Agreement is hereby amended to read as follows:

As compensation for the services to be performed hereunder, General Manager shall receive an annual salary of \$145,600.00, which salary shall be deemed effective August 1, 2015 and shall be increased annually for the term

of this Employment Agreement as follows: (a) effective August 1, 2016, General Manager's annual salary shall be \$149,968.00; (b) effective August 1, 2017, General Manager's annual salary shall be \$154,467.00; (c) effective August 1, 2018, General Manager's annual salary shall be \$159,101; (d) effective August 1, 2019, General Manager's annual salary shall be \$163,874; (e) effective August 1, 2020, General Manager's annual salary shall be \$168,790. Periodically, General Manager's salary may be adjusted by the District's Board of Directors. The District shall pay General Manager not less than bi-weekly during the term of General Manager's employment. Notwithstanding the benefits otherwise provided for herein, nothing in this Agreement shall be construed to allow General Manager to be entitled to compensatory time off or to otherwise be treated as an hourly employee of the District.

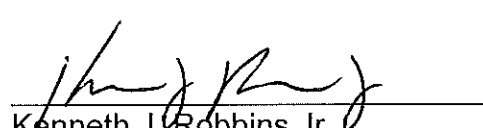
3. Except as otherwise expressly provided in this Amendment, all of the terms and conditions of the Employment Agreement remain in full force and effect.

Executed on this 21st day of November, 2017, at Westminster, California.

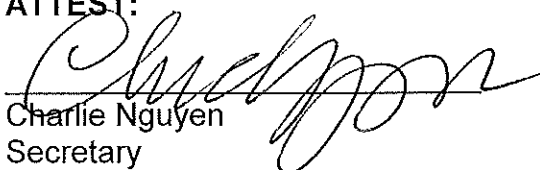
**MIDWAY CITY SANITARY DISTRICT**

**GENERAL MANAGER**

  
Tyler Diep  
President

  
Kenneth J. Robbins Jr.

**ATTEST:**

  
Charlie Nguyen  
Secretary

**APPROVED AS TO FORM:**

  
James H. Eggart  
General Counsel