

SECOND AMENDMENT TO AT-WILL EMPLOYMENT AGREEMENT OF MOLLY L. MACLEAN AS GENERAL COUNSEL OF THE MARIN MUNICIPAL WATER DISTRICT

This amendment (“Second Amendment”) is made by and between Molly L. MacLean as General Counsel (“General Counsel”) and the Marin Municipal Water District as employer (“District”) to amend the At-Will Employment Agreement of Molly L. MacLean as General Counsel of the Marin Municipal Water District made effective as of October 12, 2020 (“Agreement”) and as previously amended. This Second Amendment shall be effective as of November 7, 2023.

RECITALS

- A. The District and the General Counsel entered into the Agreement to set forth the terms and conditions of employment for the General Counsel in service of the District.
- B. On March 21, 2023, the District Board of Directors approved a First Amendment to the Agreement to extend the term for three (3) additional years, through October 12, 2026.
- C. The parties now desire to execute this Second Amendment to the Agreement to revise the terms and conditions of the General Counsel’s employment.

AGREEMENT

- 1. **Subsection 1 of Section 2 (D) entitled “Base Salary” of the Agreement is hereby amended to read as follows:**

Provided that the evaluation occurred in the immediate preceding fiscal year and the General Counsel’s performance was thereby deemed satisfactory, the General Counsel’s base salary as defined in section 2(D), shall be increased annually on July 1st of 2022 and 2023 respectively by a percentage change equivalent to the positive change in the California Consumer Price Index for Urban Wage Earners and Clerical Workers (“CPI”) as determined by the Department of Industrial Relations for the calendar year immediately preceding this adjustment.

Effective the first full pay period following July 1, 2024 and, annually thereafter, on each first full pay period following July 1st, if an evaluation occurs in the immediate preceding fiscal year and the General Counsel’s performance was thereby deemed satisfactory, the General Counsel’s base salary as defined in section 2 (D), shall be increased by a percentage equivalent to the positive change in the Consumer Price Index U (CPI-U), as reported by the United States Department of Labor Bureau of Labor Statistics for the annual calendar period (December to December), for each calendar year preceding the adjustment, for the San Francisco- Oakland- Hayward metropolitan area.

The total annual salary as calculated herein shall be paid as compensation for services rendered, payable in accordance with the District’s regular payroll procedures. The term “base

salary” as used in this Agreement means the annual compensation specified in this Section 2(D) for services rendered.

2. Section 2 (F) of the Agreement entitled “CalPERS Retirement” is hereby amended to read as follows:

F. CalPERS Retirement. The General Counsel is a local classic member of the California Public Employees Retirement System (“CalPERS”). The retirement benefit formula to be received by the General Counsel shall be in accordance with the provisions of CalPERS and District policy consistent with CalPERS. The District previously paid 5% of the employer contribution portion of General Counsel’s CalPERS benefits, which will be reduced as follows.

Effective November 20, 2023, the District shall pay 3.75% of the employer contribution portion of General Counsel’s CalPERS benefits. Beginning July 1, 2024, the District shall pay 2.5% of the employer contribution portion of General Counsel’s CalPERS benefits. Beginning July 1, 2025, the District shall pay 1.25% of the employer contribution portion of General Counsel’s CalPERS benefits. Beginning July 1, 2026, the District shall pay no portion of the employer contribution portion of General Counsel’s CalPERS benefits.

The General Counsel shall receive a 1.25% increase to the Base Salary in Section 2(D) on the following dates: November 20, 2023, on July 1, 2024, on July 1, 2025, and on July 1, 2026. These salary adjustments shall be additive to any salary increases provided in Section 2(D)(1). For example, if the salary increase provided pursuant to Section 2(D)(1) is 2% on July 1st, the General Counsel would receive a 3.25% increase.

3. Section 2 (G) entitled “Benefits” is hereby amended to read as follows:

G. Benefits. In addition to Base Salary and inclusion in CalPERS, and except as explicitly stated below, the General Counsel shall receive the same benefits as those provided to District Division Directors by resolution of the District Board of Directors, and as they may be amended from time to time. For ease of reference, the current benefit resolution (No. __.) is attached.

1. Vacation. The General Counsel shall receive four (4) weeks of vacation per year. Accrual of vacation time shall be in equal measure per pay period, totaling one hundred sixty (160) hours annually. Vacation time cannot be accrued in excess of five hundred (500) hours. After one (1) year of employment, the General Counsel may make an annual request to cash-in up to eighty (80) hours of vacation time to be accrued in the coming year, as long as a minimum accrued vacation balance of at least eighty (80) hours would remain after the cash-in. The General Counsel shall receive a one-time, lump sum, vacation credit of eighty (80) hours which shall be “banked” and immediately available for use upon the Commencement Date. The Board prefers that the General Counsel take no more than three (3) consecutive weeks of vacation at a time. Vacations of more than three (3) consecutive weeks shall be approved in advance by the Board.

2. Sick Leave. Upon the Commencement Date, the General Counsel shall receive an advance of two hundred forty (240) hours of “banked” sick leave, which may be used immediately. Thereafter, the General Counsel shall accrue sick leave at an annual rate of

one hundred twenty (120) hours per calendar year. During the first two (2) years of employment, the General Counsel shall offset the two hundred forty (240) hours of “banked” sick leave with two hundred forty (240) hours of accrued sick leave. Thereafter, the General Counsel may begin to accrue additional hours of sick leave, at the same rate as District Division Directors, over and above two hundred (240) hours. Sick leave benefits for District Division Director-level employees, and for the General Counsel, are subject to modification by the Board at any time without requiring a written amendment to this Agreement, and shall not be deemed to be vested except as otherwise provided by law.

3. Administrative Leave. The General Counsel shall receive forty (40) hours of administrative leave per calendar year beginning January 1, 2021.

4. **Exhibit B to the Agreement entitled “Benefit Summary” is hereby deleted in its entirety.**
5. **Except as set forth in the First and Second Amendments, all terms and conditions in the Agreement shall remain unchanged and in full force and effect.**

WHEREFORE, the parties have entered into this Second Amendment as of the date written above.

MARIN MUNICIPAL WATER DISTRICT

GENERAL COUNSEL

By: _____
Monty Schmitt, Board President

By: _____
Molly MacLean