

Attachment 1

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

This amendment ("Third 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 Third Amendment shall be effective as of June 17, 2025.

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. On November 7, 2023, the District Board of Directors approved a Second Amendment to the Agreement to align the Consumer Price Index schedule utilized in the Agreement with that applicable to other District employee groups, phase out District payment of any portion of the Employer Paid Member Contribution for the General Counsel, and further clarify the benefits applicable to the General Counsel.
- D. The parties now desire to execute this Third Amendment to the Agreement to extend the term for three (3) additional years, through October 12, 2029 and adjust the Base Salary of the General Counsel.

AGREEMENT

- 1. A new Subsection 3 is hereby added to Section 2 (D) of the Agreement entitled "Base Salary" and shall read as follows:**

- 3. Pursuant to Subsection 2 of Section 2(d), effective the first full pay period following July 1, 2025, the Board of Directors hereby authorizes a 5% increase of the General Counsel's existing salary, inclusive of the Base Salary and any prior adjustments thereto ("New Base Salary"). Any other salary adjustments that the General Counsel is entitled to receive during the first full pay period following July 1, 2025 shall be added to the New Base Salary.

- 2. Section 2 (H) of the Agreement entitled "Term" is hereby amended to read as follows:**

The term of this Agreement shall begin October 12, 2020 and end October 12, 2029 unless extended by written amendment.

3. Except as set forth in the First, Second, and Third Amendments, all terms and conditions in the Agreement shall remain unchanged and in full force and effect.

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

MARIN MUNICIPAL WATER DISTRICT

GENERAL COUNSEL

By: _____
Matthew Samson, Board President

By: _____
Molly L. MacLean