

**AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT
BETWEEN FALLBROOK PUBLIC UTILITY DISTRICT AND JACK BEBEE**

This AMENDMENT is made the 23rd of August, 2021, between Fallbrook Public Utility District (hereinafter referred to as "DISTRICT") and Jack Bebee (hereinafter referred to as "EMPLOYEE").

RECITALS

- A. DISTRICT and EMPLOYEE entered into an Employment Agreement ("ORIGINAL EMPLOYMENT AGREEMENT") on August 27, 2018, pursuant to which EMPLOYEE agreed to serve as General Manager of DISTRICT.
- B. DISTRICT and EMPLOYEE amended the ORIGINAL EMPLOYMENT AGREEMENT on July 22, 2019, and September 24, 2019, and entered into an amended and restated Employment Agreement on September 8, 2020 ("AMENDED AND RESTATED EMPLOYMENT AGREEMENT").
- D. DISTRICT and EMPLOYEE now desire to amend the AMENDED AND RESTATED EMPLOYMENT AGREEMENT to increase EMPLOYEE'S annual compensation by 4.5% and to provide a one-time \$5,000.00 performance incentive compensation for achieving his work plan goals.

NOW THEREFORE, in consideration of the mutual promises set forth herein, DISTRICT and EMPLOYEE agree to amend the AMENDED AND RESTATED EMPLOYMENT AGREEMENT as follows:

- 1. AMENDED AND RESTATED EMPLOYMENT AGREEMENT Paragraph 2.a is hereby amended, in accordance with the adjustment provisions of Paragraph 2.b, to read as follows:
 - a. Effective retroactive to July 1, 2021, EMPLOYEE shall be paid an annual salary of \$230,053.00, payable in biweekly installments at the same time as salary is paid to other DISTRICT employees. This compensation may not be reduced during the term of this Agreement except that if the Board finds it necessary to reduce salaries of all executive management employees, in which case EMPLOYEE'S salary may be reduced by no more than the average salary reduction of executive management.
- 2. AMENDED AND RESTATED EMPLOYMENT AGREEMENT Paragraph 2 is amended to add Paragraph 2.a.i to read as follows:
 - a. Effective on the day and year first written above, EMPLOYEE shall receive a one-time performance incentive compensation in a lump sum in the amount of \$5,000.00 for completion of the EMPLOYEE'S work plan goals for Fiscal year 2020-21, which the parties agree shall not be considered regular or special

compensation, and therefore shall not be reportable to CalPERS and will not be a part of the calculation of the EMPLOYEE'S retirement allowance.

4. All remaining terms of the AMENDED AND RESTATED EMPLOYMENT AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT to the "Amended and Restated Employment Agreement Between Fallbrook Public Utility District and Jack Bebee" on the day and year first written above.


DATED: 8/24/21



Jack Bebee

FALLBROOK PUBLIC UTILITY DISTRICT

DATED: 8/25/21



Jennifer DeMeo, President
Fallbrook Public Utility District