

**EMPLOYMENT CONTRACT BETWEEN  
LOWER TULE RIVER IRRIGATION DISTRICT, PIXLEY IRRIGATION DISTRICT  
AND ALEX PELTZER**

This Employment Contract, hereinafter "Agreement," is made and entered into this 22nd day of May 2026, by and between LOWER TULE RIVER IRRIGATION DISTRICT & PIXLEY IRRIGATION DISTRICT, hereinafter the "Districts," by and through their respective Board of Directors, hereinafter the "Boards," and ALEX PELTZER, hereinafter "Employee," subject to the terms and conditions described below:

1. A) Duties. Employee is employed as the General Manager of the Districts, and shall perform all functions of that position as prescribed by the laws of the State of California and the District's Rules and Regulations or as directed by the Board. It is understood that Employee will maintain status as a licensed attorney at law, but will not be providing legal advice as a function of his employment pursuant to this Agreement.

B) Joint Responsibility of Districts. Districts enter into this Agreement in furtherance of that certain agreement titled Master Memorandum of Understanding (MOU) Regarding Joint Administration of The Lower Tule River Irrigation District and The Pixley Irrigation District dated February 28, 2003, and specifically Exhibit A of said Agreement, which provides for the sharing of the costs of a single General Manager to manage both Districts. The Districts agree that they shall make any decision under this Agreement jointly and shall, to the extent feasible, meet jointly to perform annual reviews or to take other actions under this Agreement.

2. Term. This Agreement shall be effective on May 22, 2026, and shall continue until terminated pursuant to Section 8 of this Agreement.

3. Salary. Employee is paid \$360,000 per annum, payable in accordance with the District's standard payroll practices and intervals. Commencing January 1, 2027, provided this Agreement has not been terminated pursuant to Section 8 of this Agreement, the annual salary will automatically be adjusted to \$375,000 per annum, payable in accordance with the District's standard payroll practices and intervals. Commencing January 1, 2028, provided this Agreement has not been terminated pursuant to Section 8 of this Agreement, the annual salary will automatically be adjusted to \$400,000 per annum, payable in accordance with the District's standard payroll practices and intervals. Commencing January 1, 2029, provided this Agreement

has not been terminated pursuant to Section 8 of this Agreement, the annual salary will automatically be adjusted by the same percentage Cost of Living Adjustment as is provided to the Districts' other employees during the previous year, payable in accordance with the District's standard payroll practices and intervals. Commencing January 1, 2030, provided this Agreement has not been terminated pursuant to Section 8 of this Agreement, the annual salary will be subject to review at the Boards' discretion. The Boards shall evaluate Employee as needed but not less than annually on or before December 15 of each year, for the purpose of reviewing the performance of Employee. Such review shall be conducted with a subcommittee of the Boards consisting of the Board President and Vice President of each District, and the Districts' General Counsel shall be available to consult for such review. In conjunction with the annual review in 2029, and every two years thereafter, the review subcommittee shall also consider an updated comparative salary survey and any extraordinary performance measures to determine whether the subcommittee recommends a salary increase in addition to the COLA increase should be provided, commencing the following January 1. The review subcommittee shall make a performance report and salary adjustment recommendation to the Boards, which shall have final approval authority. Any increase in salary shall be effective on January 1 and shall be considered an amendment to this Employment Contract and shall become a part thereof. Employee shall not be entitled to overtime pay, compensating time off, or other compensation or reimbursement for hours worked for the District, no matter when said work is performed, nor how much time is required, it being expressly understood that the compensation and benefits provided to the Employee as listed in this paragraph 3 will be the total compensation for the services and duties to be performed by the Employee in carrying out all of his responsibilities hereunder.

4. Leave

A. Medical Leave. Employee shall be entitled to accrue and use medical leave in accordance with the District's Employee Handbook, which may be amended from time-to-time. Accrued leave cash out rights shall be paid according to Districts' employment handbook applicable to other employees of Districts, provided Employee uses sick leave when appropriate and fully reports the amount of medical leave used as it is used. Employee may also have the option of applying unused sick leave as service time credit upon retirement as may be allowed by the District's contract with PERS.

B. Annual Leave. Employee shall accrue vacation leave of 160 hours per year,

subject to accrual, use and loss according the Districts' employment handbook applicable to other exempt employees of Districts. Accrued vacation leave cash out rights shall be paid according to Districts' employment handbook applicable to other exempt employees of Districts, provided Employee uses vacation leave when appropriate and fully reports the amount of vacation leave used as it is used. Employee may also have the option of applying unused vacation leave as service time credit upon retirement as may be allowed by the District's contract with PERS. The Employee shall be responsible for determining and scheduling his vacation leave in a manner that does not, in the reasonable opinion of the Board, unduly restrict or interfere with his duties in carrying out his responsibilities under the terms of this agreement to the satisfaction of the Board. The Employee shall not schedule vacation leave of more than 10 consecutive working days without prior notification to the Board. The Employee shall not amend or allow to be amended the Districts' policies mentioned in this paragraph 4(B) without approval of the Board of Directors of the Districts.

5. Automobile. Districts shall provide a monthly vehicle allowance of \$1,500 which may be used at Employee's discretion to pay for the costs of purchasing and operating a personal vehicle (including insurance coverage), plus use of a District credit card for all fuel purchases up to an amount sufficient to provide fuel for a maximum of 20,000 miles for each fiscal year (January through December). Employee and Districts may agree that Districts will provide an agency-owned vehicle for Employee's business use and incidental personal use limited to Employee commuting between Employee's home and the Districts' main office or other place of work, in which case they will agree to an appropriate reduction or elimination of the monthly vehicle allowance. Employee acknowledges that the vehicle allowance or personal use of agency-owned vehicles may be required to be reported as employee compensation under federal and state tax rules, and Employee will need to consult with his own tax advisor regarding the tax implications of such payments. Employee will be responsible for providing personal automobile insurance for personally-owned vehicles, and will provide a current copy of valid insurance coverage to the Districts.

6. Insurance and Retirement Benefits. Employee shall be entitled to all insurance benefits and retirement benefits provided to other management employees of the Districts. The parties acknowledge that, as of the date of this Agreement, the insurance and retirement benefits provided to other management employees of the Districts have not been described in a written

policy, but the parties agree that such benefits consist of: Employer payment of 100% of employee and dependent insurance premiums, and Employer payment of the Employee share of PERS contributions. Such policy as applicable to Employee shall not be modified except by written decision of the Board.

7. Expenses. District shall pay or reimburse Employee for actual and necessary expenses incurred by Employee in the performance of his duties, subject to pre-approval of the Board(s) for expenses in excess of \$2,000.

8. Termination of Employment. Upon termination of this Agreement as provided in this Paragraph 8, all of Districts' and all of Employee's rights and obligations under this Agreement also terminate, except as expressly provided herein.

A. Termination for Cause By The Districts

(1) Districts reserve the right to terminate this Agreement for good cause which includes, but is not limited to, Employee willfully breaching or habitually neglecting the duties which he is required to perform under the terms of this Agreement or committing acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude, or other acts demonstrating that Employee has materially failed to satisfactorily perform his duties or if Employee repeatedly fails to comply with the Districts' policies, work rules or guidelines.

(2) Districts may at their option terminate this Agreement for the reasons stated in this Section by giving written notice of termination to Employee without prejudice to any other remedy to which Districts may be entitled either by law, in equity, or under this Agreement.

(3) Termination under this Section should be considered "for cause for purposes of this Agreement."

(4) If Employee is terminated for cause he shall only be entitled to receive his accrued wages and his accrued medical and vacation leave per Districts' employee handbook as of the date of his termination. This shall not affect Employee's vested rights in his retirement plan, his COBRA rights, or any other such benefit protected by law.

B. Termination Upon Death or Inability to Perform Essential Job Duties.

(1) This Agreement shall be terminated upon the death of the Employee. In the event of termination upon the death of the Employee, the Districts shall pay the Employee's survivors for any unused sick and vacation leave per Districts' employee handbook policies as

according to 4 of this agreement.

(2) Districts reserve the right to lawfully terminate this Agreement if Employee suffers any permanent physical or mental difficulty that would materially prevent the performance of his essential job duties under this Agreement. Such a termination shall be effected by giving sixty (60) days' written notice of termination to Employee and shall comply with applicable laws including but not limited to the Americans With Disabilities Act or the California Fair Employment and Housing Act.

C. Termination by Districts for Other than Death or Cause. Districts may terminate all their obligations under this Agreement and may terminate Employee without cause by providing 30 days written notice, and, in the event termination without cause occurs within the first three years following the effective date, by tendering to Employee a total sum amounting to twelve (12) months salary at the Employee's then current rate (the Severance). In the event of termination without cause within three years of the effective date such that the Severance must be paid, Employee shall not be entitled to cash out payment of accrued medical leave or vacation leave. To receive the Severance, Employee shall sign a release of all claims and liability arising out of his employment and/or the cessation of said employment against the Districts and their officers, directors, employees, agents, and their successors and assigns, both individually and collectively and in their official capacity in the form attached hereto as Exhibit A. During any period of severance, Employee shall not be required to perform any duties for Districts. The parties agree that it is difficult to determine the amount of damages that Employee may suffer as a result of the termination of the employment relationship and that the parties intend to agree upon in advance on the amount of liquidated damages. The parties agree that the Severance referenced herein represents a reasonable estimate of the amount of damages and the parties agree that this sum shall be a complete satisfaction of all obligations owed to Employee for any violation of contract or applicable federal or state statute or regulation.

D. Termination by Employee.

(1) Employee may terminate this Agreement for any or no reason, upon 60 days' written notice to the Boards.

(2) In the event of such termination, Districts' obligations under this Agreement shall be limited to: (1) the prorated payment of Employee's base salary through the date of termination to the extent not yet paid; (2) the payment of accrued leave as provided in

section 4 of this Agreement; and (3) the payment of any unpaid reimbursable business expenses incurred and documented by Employee in accordance with this Agreement. As of the date of termination, Districts' obligations under this Agreement shall terminate and Districts will have no further obligation to pay Employee any compensation or other amounts, except as required by law.

E. Vested Rights. Notwithstanding any provision of this Agreement, termination of employment shall not affect Employee's vested rights in his retirement plan, his COBRA rights, or any other such benefit protected by law.

9. Arbitration of Employment Disputes. Districts and Employee agree that any dispute regarding the employment relationship or any termination thereof or events occurring during the employment relationship, whether contractual or statutory, shall be subject to binding arbitration, to the extent permitted by law, pursuant to the Employment Dispute Resolution Rules and Regulations of the American Arbitration Association. Any request for arbitration must be made in writing within 365 calendar days of the occurrence giving rise to the dispute. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) in the state in which the claim arose, or federal law, or both, as applicable to the claim or claims asserted. The arbitration shall be final and binding upon all the parties and shall be enforceable to the extent permitted by law. Unless the arbitrator orders otherwise, the cost of the arbitration, hearing room and official transcript shall be shared equally by the parties and each party shall be responsible for compensating their attorneys and witnesses and bearing any other costs incurred by them. The Districts shall pay one half of the arbitrator's fees and Employee shall pay one half of such fees, and discovery shall be allowed as required by law.

10. Services to Others. During the term of this Agreement, Employee shall not, without the District's prior consent, engage in any other business duties or pursuits whatsoever. Furthermore, during the term of this Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the District's prior consent. However, the expenditure of reasonable amounts of time for educational or charitable activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement. During the term of this Agreement, Employee shall not, without the District's prior consent, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or

representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the activities of the Districts, as such action would be incompatible with the duties of Employee.

Notwithstanding the foregoing, Employee has disclosed to Districts that he is engaged in the business pursuits described in Exhibit A attached hereto, and Districts consent to the continuation of such pursuits by Employee and agree that they shall not be deemed a breach of this Agreement but only to the extent those activities do not materially interfere with the services required under this Agreement.

11. Passive Investments. This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement. On an annual basis Employee shall make a written disclosure to the Personnel Committee of such activities.

12. Trade Secrets. The parties acknowledge and agree that during the term of this Agreement and in the course of the discharge of his duties hereunder, Employee shall have access to and become acquainted with non-public information concerning the District's operations, including without limitation, financial, personnel, operations procedures, water user information, and other information that is owned by the Districts and regularly used in the operation of the District's affairs that are not a matter of public record and that this information constitutes the District's trade secrets. Employee agrees that he shall not disclose any trade secrets, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as is required in the course of his employment with the Districts or as required and/or authorized by law.

13. Prohibition on Hiring Employees After Termination. Employee agrees, during the term of employment and/or for one year thereafter (regardless of whether Employee or Districts terminates the employment relationship), not to: (1) directly or indirectly induce or attempt to induce any other employee of Districts to leave Districts, (2) hire or cause to be hired by another employer any employee of Districts, or (3) induce or attempt to induce any employee of Districts to join the Employee at any company or business which Employee has an affiliation with or by which Employee is employed

14. Records. Employee further agrees that all files, records, documents, computer records, or copies thereof, equipment and similar items relating to the District's business, whether

prepared by Employee or others, are and shall remain exclusively the property of the District.

15. Entire Agreement. This Agreement contains the entire agreement and understandings between the parties to it with respect to the matters covered hereby and supersedes all prior agreements, negotiations, and discussions.

16. Severability. If any covenant, condition or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable by reason of any rule of law or public policy, that provision will be severed from this Agreement and the remaining covenants, conditions and provisions will nevertheless continue to be binding on the parties. No covenant, condition or other provision of this Agreement will be deemed dependent on any other covenant, condition or other provision unless so expressed in this Agreement.

17. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of California.

18. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which prevailing party may be entitled.

19. Indemnification. The Districts shall, in accordance with the provisions of Government Code Section 825, indemnify Employee against any judgment based on a claim or action arising out of an act or omission of Employee occurring within the course and scope of his employment with the Districts. Included in the indemnification is the providing of legal counsel as agreed to by Employee and the Districts. It is agreed that claims made against Employee arising from actions taken by him consistent with the legal discharge of his duties in accordance with the District's personnel policy related to the hiring, promotion, layoff, and discipline (including termination) of employees, shall be considered as actions arising in the course and scope of his employment. Notwithstanding the foregoing, the Districts' duty to indemnify Employee against punitive damages shall only arise if the Board makes the findings and determinations set forth in Government Code Section 825 (b).

20. Home Office. Employee will provide at no cost to the Districts, a suitable office space for conducting business of the Districts at his home. Districts agree to provide at Districts' cost, communication services and incidental office supplies at the Employee's home office as needed.

IN WITNESS WHEREOF, the parties have entered into this Employment Contract as of

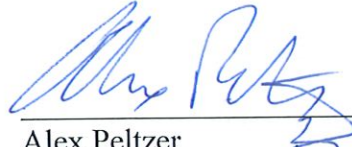
the day and year first above written.

DISTRICTS

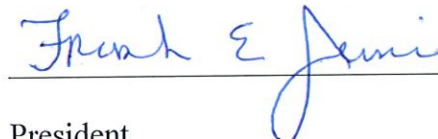
EMPLOYEE


Board of Directors of, and on behalf of,  
LOWER TULE RIVER IRRIGATION  
DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Alex Peltzer

Board of Directors of, and on behalf of,  
PIXLEY IRRIGATION DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Jennifer Spaletta (May 26, 2026 12:33:44 PDT)  
Approved as to form  
Counsel to Districts

**Exhibit A – Disclosed Outside Business Pursuits**

Employee Discloses, and District consent to the continuation of the following outside business duties or pursuits:

1) Maintenance of less than 1 percent ownership interest in Peltzer Richardson & Koontz LC, a law corporation; Employee is no longer employed by the law corporation, is not compensated by the law corporation and does not provide any services;

2) Ownership and management of Mineral King Properties, LLC, which is engaged in the investment in and management of commercial real property including office buildings; Employee provides minimal administrative management services as a member of the LLC.

3) Ownership and management of KEAP, LLC, which is engaged in the investment in and management of commercial real property including office buildings; Employee provides minimal administrative management services as a member of the LLC.

# A Peltzer Employment Contract 05-2026

Final Audit Report

2026-05-26

|                 |   |
|-----------------|---|
| Created:        | 2026-05-26                                  |
| By:             | Mark Greenall (mgreenall@ltrid.org)         |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAA0SuBpLeBdt236WmHFy3bM2KePj_UnrC |

## "A Peltzer Employment Contract 05-2026" History

-  Document created by Mark Greenall (mgreenall@ltrid.org)  
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