

RESOLUTION NO. 2026-33
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AFFIRMING THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT WITH
NICHOLAS SCHNEIDER

WHEREAS, the Board of Directors (Board) of the Georgetown Divide Public Utility District (District) entered into an agreement with Nicholas Schneider to serve as General Manager on August 17, 2022; and

WHEREAS, after a satisfactory performance evaluation, as determined by a majority of the Board, the parties have agreed to enter into a fully amended and restated agreement to reset the key terms and provisions of the agreement and to make certain other changes as outlined in the corresponding staff report; and

WHEREAS, salary and benefits contained in the Amended and Restated Employment Agreement is budgeted in the FY 2026-2027 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Amended and Restated Employment Agreement (**Exhibit A**) between the District and Nicholas Schneider is **AFFIRMED** and such salary increase is effective as of August 18, 2026.

BE IT FURTHER RESOLVED THAT the District GM salary schedule, effective August 18, 2026 and attached hereto as **Exhibit B**, is affirmed and approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 9th day of September 2026, by the following vote:

AYES: MacDonald, Fisher, Saunders

NOES: Seaman

ABSENT/ABSTAIN: Stovall



Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

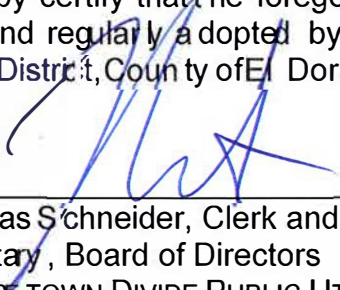
Attest:



Nicholas Schneider, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2026-33 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 9th day of September 2026.



Nicholas Schneider, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is between Georgetown Divide Public Utility District ("District") and Nicholas Schneider ("Employee"). Except as provided otherwise provided below, it is effective as of September 1, 2026.

RECITALS

1. The District entered into that certain Employment Agreement with Employee, which was made effective August 17, 2022, for Employee to serve as General Manager for District.
2. The Parties entered into a First Amendment to Employment Agreement effective October 10, 2023, to implement certain updated terms and conditions of employment.
3. The Parties entered into a Second Amendment to Employment Agreement effective June 6, 2024, to implement certain updated terms and conditions of employment.
4. The Parties entered into a Third Amendment to Employment Agreement effective December 10, 2025, to implement certain updated terms and conditions of employment.
5. The Parties desire to execute this Amended and Restated Employment Agreement ("Agreement"), in order to update, modernize, and fully restate the terms of employment, compensation, and other personnel-related conditions.

NOW, THEREFORE, the parties agree as follows:

Section 1. Appointment; Duties and Authority; At-Will Status

District agrees to continue to employ Employee as General Manager, to perform the functions and duties specified in the General Manager job description (attached hereto as Exhibit A), applicable law and ordinance, and the directions of the District's Board of Directors ("Board"). Employee is subject to the direction and oversight of the Board, and is appointed "at will," meaning that the employee serves at the pleasure of the Board, without right of appeal, and subject to the provisions of this Agreement, the Board may terminate Employee's employment, with or without case.

Section 2. Days, Hours, and Location of Work

A. Hours of Work. The position of General Manager is a full-time position generally requiring 40 working hours or more per week, and Employee is expected to devote the hours necessary to fulfill the obligations of the position. Employee understands that Employee is an executive management employee exempt from federal and state laws pertaining to overtime compensation. Employee must be available to other staff and members of the public, and is generally expected to be working during District's regular hours of business (which are Monday through Friday, 8:00am to 5:00pm). Employee's position also requires frequent time worked outside of customary business hours or District offices (e.g. for attendance at meetings, projects, and other similar or non-routine special events or circumstances or other functions on District's

behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the Board.

B. Full Energy and Skill. Employee agrees to remain in the exclusive employment of District during the term of this Agreement. Employee shall faithfully, diligently, and to the best of Employee's abilities in accordance with the highest professional and ethical standards of the profession, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to District. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to District's business and affairs. Notwithstanding the foregoing, Employee has the right to volunteer for nonprofit organizations as he may see fit, provided such volunteer services do not interfere with his duties as General Manager.

C. Outside Employment. Employee shall inform and obtain approve from the Board of any secondary, non-volunteer employment by Employee, and any employment may only be performed outside of regular District business hours and must not interfere with, distract from, or otherwise deprioritize District business.

Section 3. No Conflict

During the term of this Agreement, Employee shall not engage in any employment, activity, consulting service, prohibited contract, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, the proper discharge of official duties, or which would tend to impair Employee's independence of judgment or action in the performance of official duties.

Section 4. Term

The term of this Agreement shall commence on September 1, 2026, and continue for a period of five years through August 31, 2031, unless terminated by one or both of the Parties in accordance with the provisions set forth in Section 9.

Section 5. Compensation

A. Salary: Employee shall receive a base salary of Two Hundred Forty-Two Thousand Dollars (\$242,000.00) payable in pro-rata installments in accordance with the District's established payroll schedule, and subject to all applicable and customary payroll taxes and withholdings. This salary shall become effective as of August 18, 2026.

B. COLA. Commencing on September 1, 2027, and continuing each year thereafter during the term of this Agreement, Employee shall receive a Cost of Living Adjustment (COLA) equivalent to the average of the prior year's Consumer Price Index ("CPI") as published by the United States Department of Labor for the San Francisco-Oakland-Hayward area; provided, however, that the annual percentage COLA increase shall not be less than two percent (2%) nor greater than five percent (5%) in any given year.

Section 6. Employee Benefits

A. Health and Welfare Benefits. Employee will be eligible for all regular health and welfare benefits that the District provides to other full-time employees of the District. Details of those benefits are provided in the District's personnel policies and/or the summary plan description(s). The District's contribution toward health benefits shall be equal to that provided to other full-time employees of the District as specified in the District's employment policies.

B. Life Insurance. The District shall obtain and pay for term life and accident death and dismemberment insurance coverage for Employee with a death benefit equal to Employee's base salary.

C. Retirement Benefits. The District participates in the California Public Employees' Retirement System ("CalPERS"), and Employee is enrolled as a member in accordance with applicable law. Retirement benefits and employer and employee contribution rates will be determined in accordance with applicable law and the District's contract with CalPERS.

D. Deferred Compensation. Employee has been enrolled in the ICMA Deferred Compensation Plan. To the maximum extent permissible under the Plan, the District will contribute five percent (5%) of Employee's base salary to the Plan on an annual basis either periodically throughout the year or on an annual basis, as determined by the District.

E. Technology. The District shall provide Employee, at Employee's option, with a cellular phone to be used for business purposes or a Sixty Dollar (\$60) monthly stipend to Employee to offset the cost of a personal cellular phone used for business purposes. Any stipend provided will be treated as taxable income. The District shall also purchase a computer tablet for Employee to use at the office or remotely.

F. Automobile. Employee shall receive a monthly vehicle allowance of Six Hundred Dollars (\$600.00) per month. The parties intend for this taxable allowance to be in lieu of reimbursement on an itemized basis for mileage, gas, maintenance of a vehicle, etc. Employee shall not be separately reimbursed for mileage driven in Employee's personal vehicle. This amount will be treated and paid as taxable income to Employee.

Section 7. Employee Leaves

A. Vacation: Employee shall accrue vacation at a rate of 4.615 hours per bi-weekly pay period (for a total of one hundred twenty (120) hours per year). Employee may accrue up to a total of three hundred twenty (320) hours of vacation. Once Employee reaches the maximum cap, no additional accrual will occur until Employee's bank of vacation leave is reduced below three hundred twenty (320) hours. Upon separation, Employee is entitled to receive payment for all accrued and unused vacation. In September 2026, the District will cash-out all vacation hours in excess of 100 in Employee's vacation bank. This is a one-time mandatory cash-out.

B. Sick Leave: Employee shall accrue sick leave at a rate of 3.69 hours every bi-weekly pay period (for a total of ninety-six (96) hours or twelve (12) work days per year). Employee shall be allowed to use sick leave in accordance with state law and any other sick leave policy applicable to all District employees.

C. Holidays. Employee is eligible for the paid holidays in accordance with the District's policy.

D. Bereavement Leave. Employee is eligible to take bereavement leave as provided and applicable to all District employees.

E. Administrative Leave. It is recognized that employee must devote a great deal of time outside the normal offices to District business as General Manager. To that end, Employee shall receive sixty (60) hours of administrative leave per fiscal year that must be used in the year granted and cannot be carried forward or accrued to subsequent years. As of the Effective Date of this Agreement, the District will add an additional twenty (20) hours of Administrative Leave to Employee's Administrative Leave bank. Administrative leave is only available for use the fiscal year in which it is provided, has no other cash value, expires on June 30 of each fiscal year, and may not be carried over into a subsequent year.

Section 8. Performance Evaluation

The Board shall conduct performance evaluations annually in August of each year and provide feedback, guidance, and direction regarding the District's goals and objectives which Employee shall be tasked with implementing. Nothing in this paragraph prohibits the Board from conducting additional formal performance evaluations when deemed appropriate or from providing informal feedback to Employee regarding Employee's performance.

Section 9. Termination of Employment; Severance Eligibility

A. No Property Interest: Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as General Manager. Employee understands and agrees that Employee works at the will and pleasure of the Board, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing.

B. Termination Following a District Board Election. No action by the Board to terminate Employee, other than for gross mismanagement or an act of moral turpitude, will be made during or within a period of hundred and twenty (120) days following any general or special municipal election held at which a member of the Board is elected. Nothing in this paragraph alters the "at will" status of Employee's employment with the District.

C. Employee Resignation and Notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign voluntarily at any time from the position of General Manager, in which case Employee is requested to voluntarily provide the sixty (60) days' notice in advance, unless the Parties agree otherwise. In the event

the Employee voluntarily resigns without being asked by District to resign (as provided in subsection C below), the Employee shall not be eligible for nor entitled to any severance pay.

D. Severance Pay. If Employee is asked to resign or is terminated without cause, as General Manager, then Employee shall be eligible to receive the following severance benefits: (a) a cash payment equivalent to the sum of Employee's base monthly salary multiplied by six (6) (or by the remaining number of months in the Agreement, whichever is less, in accordance with California Government Code section 53260). This cash payment, at the Board's discretion, will be paid either on a prorated, monthly basis over the number of months involved or as a lump sum; and (b) provided Employee timely elects COBRA coverage, reimbursement for Employee's monthly COBRA-eligible health benefits, at then-current coverage levels, for the same number of months under (a) or until the employee finds other employment, whichever occurs first (subject to the limits of Government Code sections 53260-53261)). Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against District (and its officers, employees, etc.) to the full extent permitted by law, in a form prepared by or approved by District legal counsel, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this paragraph. Upon termination, employee shall also be paid for any accrued, but unused, vacation leave, but not accrued sick leave or administrative leave.

E. For Cause Termination; Ineligibility for Severance. If Employee is terminated for cause, Employee shall not be eligible for nor paid any severance pay except as provided in the remainder of this subsection. "Cause" is defined as a conflict of interest; any acts of dishonesty, fraud, misappropriation or misrepresentation; an unreasonable refusal to comply, or failure to act in accordance, with lawful direction given by the Board; repeated neglect of duties required to be performed under this Agreement; gross mismanagement; and any acts of moral turpitude (on or off duty.) In the event that Employee's employment and this Agreement are terminated for cause, Employee will be presented with a general description of the basis for said cause. If Employee seeks to challenge that determination, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause" as defined above. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages, attorneys' fees, litigation costs expenses or other award. Under no circumstances shall the Employee be entitled to reinstatement as a result of such action.

Section 10. Payment of Expenses of Employment

A. Fidelity and Other Required Bonds. District will pay the cost of any fidelity or other bonds required of the Employee under applicable law.

B. Indemnity. In accordance with and subject to the California's Government Claims Act (Government Code §810 *et seq*), District will defend and indemnify Employee against and for all losses sustained by Employee arising in the scope of, and in direct consequences of, the discharge of duties on the District's behalf for the period of Employee's District employment. District's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or

indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. District will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

C. Professional Development and Memberships. Subject to budget approval, District will pay the reasonable dues for Employee's membership in professional organizations associated with the office of District Manager.

D. Professional Events. Subject to budget approval, the District will pay the cost of attending conferences or other events (i.e. out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. District will allow Employee reasonable time away from regular duties to participate in the annual conferences of these organizations.

E. Necessary Employment Expenses. District will reimburse Employee for all expenses necessarily incurred in performing duties under this Agreement for the benefit of the District. Such expenses must be supported by written receipts and will be processed in accordance any established District expense policy. Employee must obtain approval from the Mayor before incurring any travel-related expenses related to attendance at any conferences associated with District management functions. Reimbursable expenses include travel, accommodations, and registration for conferences, and meals. Employee is not eligible for mileage reimbursement for work-related travel, as the vehicle allowance is intended to cover any and all mileage expenses.

Section 11. Miscellaneous/General Provisions

A. Notices. Notices pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing into the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: Georgetown Divide Public Utility District
6425 Main Street
Georgetown, CA 95634
Attn: Board President

Courtesy copy to: Best Best & Krieger LLP
500 Capitol Mall, 25th Floor
Sacramento, CA 95814
Attn: Frank Splendorio

Employee Nicholas Schneider
Mailing address last on file with District

Notice shall be deemed given as of the date of personal service or as of the business day following the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

B. Entire Agreement. This Agreement sets forth and establishes the entire understanding between District and Employee with respect to the District Manager appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement.

C. Other Employment Terms and Conditions; Agreement Amendments. The Board reserves the right to unilaterally modify the terms of this agreement to comply with applicable law (and to notify Employee of such modification as soon as possible), as well as to fix (in consultation with Employee) any such other terms and conditions of employment that are not inconsistent or in conflict with this Agreement. In addition, the parties may, by mutual written Agreement approved by majority of the Board and signed by both Parties, amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. Any purported amendment not in compliance with this subsection shall be null and void.

D. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, each party shall bear their own attorney's fees as may be incurred in enforcing any judgment or order entered in any such action.

E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

F. Binding Agreement. This Agreement is binding upon, and shall inure to the benefit of, Employee's heirs and executors.

G. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 et seq. of the Government Code, as it may be amended or renumbered. If Employee is convicted of a crime involving an abuse of his office or position while employed with the District, any cash settlement related to the termination of this Agreement received by Employee shall be fully reimbursed to the District.

H. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and District agree that venue for any dispute shall be in El Dorado County, California. Nothing in this subsection precludes the Parties from, by mutual agreement, utilizing alternative dispute resolution methods such as arbitration.

I. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

J. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such

term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

K. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

L. No Assignment. Employee may not assign or transfer this Agreement in whole or in part. Any such purported assignment or transfer shall be null and void.

M. Public Record. Employee acknowledges that this Agreement is a public record subject to public review and disclosure under California law.

Dated: 9/14/2026 GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

By 
Michael Saunders, Board President

Dated: 9-14-26 EMPLOYEE


Nicholas Schneider

Approved as to Form:

Frank Splendorio, District General Counsel

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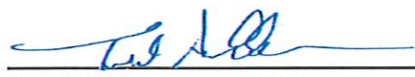
Dated: _____ GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

By _____
Michael Saunders, Board President

Dated: _____ EMPLOYEE

Nicholas Schneider

Approved as to Form:



Frank Splendorio, District General Counsel

GENERAL MANAGER SALARY SCHEDULE				
Classification	Effective Date	Salary Range	Annual Salary	Hourly Equivalent
General Manager	12/8/2025	Current	\$213,824.00	\$102.80
General Manager	8/17/2026	Current	\$218,524.80	\$105.06
General Manager	8/18/2026	Current	\$242,000.00	\$116.35
General Manager		Current		
General Manager		Current		
General Manager		Current		

Hourly Equivalent: Annual Salary ÷ 2,080 hours