

**AMENDMENT NO. 2  
TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT  
BETWEEN VALLEY SANITARY DISTRICT AND JASON DAFFORN**

**1. Parties and Date.**

This Amendment No. 2 to the General Manager Employment Agreement is made and entered into as of this 27th day of May, 2025, by and between the Valley Sanitary District (“District”) and Jason Dafforn (“Employee”). District and Employee are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Employee. District and Employee have entered into an agreement entitled “General Manager Employment Agreement Between Jason Dafforn and the Valley Sanitary District,” dated June 14, 2023 (“Agreement”) for the purpose of retaining the services of Employee to provide general manager services.

2.2 Amendment No. 1. District and Employee entered into Amendment No. 1 to the Agreement, dated June 25, 2024, for the purposes of providing certain salary and benefit increases to Employee in accordance with the terms of the Agreement.

**3. Terms.**

3.1 Amendment. Section 1.2 of the Agreement is hereby amended in its entirety to read as follows:

“1.2 The initial term of this Agreement shall be for three (3) years (the “Initial Term”), unless sooner terminated by the Parties as set forth herein. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions until either Party chooses to terminate this Agreement, as set forth in Section 5 of the Agreement. Notwithstanding the foregoing, nothing herein shall be construed to limit the right of the Board of Directors to modify or terminate this Agreement at any time with or without cause as set forth in this Agreement.

3.2 Amendment. Section 3.5 of the Agreement is hereby amended in its entirety to read as follows:

“3.5 *Vacation.* Employee shall accrue fifteen (15) days (or 120 hours) of vacation for each year of service. The District may, in its discretion, allow Employee a weekly prorated accrual per week in order to total a fifteen (15) day accrual by year end. Such vacation may be carried over, if not used, and may accumulate to a cap of Four Hundred (400) hours. Once the accrual cap is reached, the Employee will not accrue additional vacation hours until such time as he/she reduces his/her accrued hours below the cap. Proposed Employee vacation dates must be approved by the Board of Directors in order to best suit District needs.

3.3 New Salary Step. Pursuant to the Agreement, the Board recently held an annual performance evaluation and determined that Employee has met the prerequisites for salary adjustment. Employee shall be placed at Salary Step F effective June 14, 2025.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.6 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE GENERAL MANAGER  
EMPLOYMENT AGREEMENT BETWEEN VALLEY SANITARY DISTRICT AND JASON  
DAFFORN**

IN WITNESS WHEREOF, District and Employee have entered into the Amendment No. 2  
as of the date first set forth hereinabove.

**VALLEY SANITARY DISTRICT**

**EMPLOYEE**

*Debra Canero*

*J. Dafforn*

Debra Canero  
Board President

Jason Dafforn

*05/27/2025*

*5/27/25*

Date

Date