

Alton Wright
Director
Division 1

Steve Ronneburg
Director
Division 2

Gary Hawthorne
Director
Division 3



Marieke Furnee
President
Division 4

Ann Plumb
Vice President
Division 5

Leona Harris
General Manager
(Interim)

AGENDA

California water districts may hold three different kinds of meetings. The first is called a "Regular Meeting," and requires at least 72 hours-notice to the public. The second is called a "Special Meeting," at least 24 hours-notice to the public for more urgent matters that need to be discussed and decided sooner than the time required to notice a Regular Meeting (although other, non-urgent matters can be decided at the same special meeting). The third kind of meeting allows a meeting to address an emergency on no notice to the public.

This Agenda is for a Special Meeting.

**SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE NORTH
YUBA WATER DISTRICT**

5:30 PM ♦ THURSDAY ♦ FEBRUARY 2, 2023

NOTICE: THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC AT THE DISTRICT OFFICE LOCATED AT 8691 LA PORTE RD, BROWNSVILLE, CA 95919. HOWEVER, THE MEETING WILL ALSO TAKE PLACE VIA ZOOM. MEMBERS OF THE PUBLIC MAY ATTEND AND PARTICIPATE IN THE MEETING VIA VIDEOCONFERENCE AT:

Join Zoom Meeting

Topic: NYWD BoardRoom's Zoom Meeting
Time: Feb 2, 2023 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81503576933?pwd=MVI4OWJvZlhl1dGdzWHZZOFhnT05GQT09>

Meeting ID: 815 0357 6933

Passcode: 764449

One tap mobile

+16699009128,,81503576933#,,,,*764449# US (San Jose)

+16694449171,,81503576933#,,,,*764449# US

Dial by your location

+1 669 900 9128 US (San Jose)

+1 669 444 9171 US

Meeting ID: 815 0357 6933

Passcode: 764449

Find your local number: <https://us02web.zoom.us/j/kdvBb3cV1T>

**COMMENCEMENT OF
MEETING**

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact North Yuba Water District office staff at 530-675-2567 or fax 530-675-0462. Requests must be made as early as possible and at least one-full business day before the start of the meeting.

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **OPPORTUNITY FOR PUBLIC COMMENT – Topics on the Agenda:**

At the beginning of a special meetings, the public has the opportunities to address the District Board of Directors about matters on the Agenda, including closed session agenda items. Public comment is limited to no more than four (4) minutes per person, twenty (20) minutes total for all speakers.

CLOSED SESSION

- D. **Public Employment** - The Board will be meeting in closed session to discuss the proposed contract for Leona Harris pertaining to her employment as District Interim General Manager.
- E. **Public Employment** -The Board will be meeting in closed session to consider and possibly act upon the proposed contract for Patty Galloway pertaining to her employment as Temporary Office Assistant.
- F. **Conference with Legal Counsel — existing litigation (4 Cases) – pursuant to Government Code section 54956.9, subdivision (d), paragraph (1):**

The Board will meet in closed session to discuss the following existing legal actions:

1. *Charles Sharp v. North Yuba Water District, et al.*, Yuba County Superior Court Case No. CVPT20-00386.
2. *South Feather Water & Power Agency v. North Yuba Water District*, Sutter County Superior Court Case No. CVCS21-0002073
3. *North Yuba Water District v. South Feather Water and Power District*, Yuba County Superior Court Case No. Case No. CVCS21-0001857

- G. **Conference with Legal Counsel — Anticipated litigation – pursuant to Government Code section 54956.9, subdivision (d), paragraph (2).**

The Board will meet in closed session with legal counsel to discuss anticipated litigation (1 potential cases).

- H. **Conference with Legal Counsel — Anticipated litigation – pursuant to Government Code section 54956.9, subdivision (d), paragraph (3).**

The Board will meet in closed session to discuss if facts and circumstances rise to the level of anticipated litigation (2 potential cases).

- I. **PUBLIC REPORT OF ACTIONS TAKEN IN CLOSED SESSION.**

**OPEN SESSION ACTION
CALENDAR**

- J. The Board will discuss and possibly act to enter into the proposed contract for Leona Harris pertaining to her employment as District Interim General Manager.**
- K. The Board will discuss and possibly take action to adopt Resolution No. 23-777, allowing the Board to hold regular meetings on Thursdays, and adjusting public comment during regular meeting.**
- L. The Board will discuss and possibly act to adopt Resolution No. 23-776, enacting a Director Code of Conduct.**
- M. The District Interim General Manager may provide a report to the Board.**

ADJOURNMENT

EMPLOYMENT AGREEMENT
Interim General Manager

This agreement (“Agreement”) is made by between the North Yuba Water District (the “District”) and Leona Harris (“Mrs. Harris) (collectively referred to as the “Parties”). In consideration of the mutual covenants hereinafter contained, the Parties hereby agree as follows:

At-Will Employment:

The District is employing Mrs. Harris as Interim General Manager (“IGM”), which is an at-will position with the right or return to Mrs. Harris’ position as Administrative Assistant, described below, should this Agreement terminate according to the terms described below.

During the term of this Agreement, Mrs. Harris will continue to receive all pay and benefits she is currently receiving as Office Manager, with the addition of \$100.00 per full day of work (“per diem”) retroactive to November 30, 2022. If Mrs. Harris works less than a full day, her per diem will be amortized to compensate her for the actual time worked,.

Duties:

Generally, water district General Managers are responsible for the day-to-day operations of the water district. The District hereby employs Mrs. Harris as IGM of District to perform the functions and duties of the General Manager as specified in the County Water District Law, Water Code Sections 30000 et seq., including but not limited to:

- (a) Having full charge and control of the maintenance, improvement, operation, and construction of the water works or water-works system of the District.
- (b) Having power and authority - after consulting with District legal counsel - to employ, discipline, and discharge all employees and assistants.
- (c) Prescribing the duties of employees, assistants, and consultants.
- (d) Fixing and alter the compensation of employees and assistants subject to approval by the board.
- (e) Performing other duties imposed by the board.

- (f) Reporting to the board in accordance with the existing pertinent rules and regulations, or new rules and regulations that the Board adopts.

IGM will perform such other legally permissible and proper duties and functions as the Board of Directors may from time to time assign to Mrs. Harris. Mrs. Harris agrees to devote her full time and effort to the performance of this Agreement and to remain in the exclusive employ of District.

Authority:

IGM has all authority necessary to carry out the duties described above. In addition to the described duties, IGM will have the authority to review all vendor bills, determine which vendor services are no longer required, and, after consulting with District Interim General Counsel or General Counsel and the District Finance Manager, cancel contracts for unnecessary vendor services.

IGM's authority to carry out the duties described above is limited as follows:

- (a) After consulting with the District Financial Manager, IGM has the authority to enter into any vendor contract for the purpose of facilitating District operations that does not exceed \$500.00. IGM may charge expenses related to conducting her management duties to the District credit card up to \$5,000. For work and expenses related to sudden or encroaching emergencies, IGM is authorized to enter into contracts up to \$5,000 without prior Board Authority. For expenses pertaining to emergencies that exceed \$5,000, IGM must obtain the Board President's approval.

- (b) IGM must report, in writing, all expenses described in (a), above, to the Board President monthly.

- (c) The Board President or board secretary shall sign/countersign all contracts on behalf of the district.

General Expenses and Business Equipment:

District recognizes that Mrs. Harris may incur certain expenses of a non-personal and job-related nature. District agrees to reimburse Mrs. Harris for reasonable expenses which are authorized by the District budget, submitted to the Board of Directors for approval, and which are supported by expense receipts, statements or

personal affidavits, and audit thereof in like manner as other demands against the District.

Official and Professional Development Expenses:

District shall pay reasonable sums for professional dues and subscriptions for Mrs. Harris necessary in the judgment of the Board of Directors for Mrs. Harris' continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Mrs. Harris and for the good of the District, such as the Association of California Water Agencies and the Northern California Water Association. Notwithstanding the foregoing, the District Board shall have discretion to establish appropriate amounts, in the annual District budget or otherwise, for official and professional development expenses and travel costs.

Indemnification:

District shall defend, hold harmless and indemnify Mrs. Harris against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Mrs. Harris's employment to the extent required by Government Code Sections 825 and 995.

Other Terms and Conditions of Employment:

The Board of Directors may from time to time fix other terms and conditions of employment relating to the performance of Mrs. Harris, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement; the County Water District Law, Water Code Sections 30000 et seq.; or other applicable law.

Mrs. Harris shall be entitled to the paid holidays provided to other District employees.

General Provisions:

(A) This Agreement constitutes the entire agreement between the parties. District and Mrs. Harris hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Mrs. Harris, approved by the Board of Directors, and executed on behalf of the District.

(B) If any provision or any portion of this Agreement is held to

be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(C) IGM warrants and agrees that she is an at-will employee who may be terminated, effective immediately, with or without cause and without any due process rights to challenge or question the Board's termination decision. However, the Parties agree that (1) Agreement may be terminated without cause by either party with 30 days-notice; (2) the District may terminate this Agreement with termination effective immediately, if the Board determines there is cause for doing so; (3) the Parties may agree to longer or shorter notice; and (4) if this Agreement terminates for any or no reason, Mrs. Harris will be entitled to resume her position as District Office Manager per the terms and conditions of her employment in that position before entering into this Agreement.

(D) Notice of termination via Mrs. Harris' email address (lharris@nywd.org) and to the email address of the Board President shall be deemed effective notice of termination of this Agreement.

(E) If an action at law or in equity is necessary to enforce or interpret this Agreement, the parties agree that (1) they will resolve their dispute via binding and final arbitration conducted according to the rules of the American Arbitration Association; (2) the venue for any arbitration between the parties shall be Brownsville, California; (4) all aspects of the arbitration shall be confidential; (5) the Parties shall equally divide all fees and costs pertaining to the arbitration process, such as filing fees and arbitrator fees; (6) the Parties will bear their own attorney fees; and (7) the arbitrator's decision may be filed in superior court as a judgment.

(F) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the District and the District shall be free to enforce any term or condition of this Agreement with or without notice to Mrs. Harris notwithstanding any prior waiver of that term or condition.

(G) The Parties agree that (1) this Agreement is the full and complete agreement between the Parties, superseding all other agreements or understandings between the parties, oral or written, pertaining to Mrs. Harris' employment as District IGM, and that this Agreement cannot be changed or modified except through a writing signed and dated by authorized representatives of the Parties.

(H) This Agreement may be executed in identical counterparts, via email attachment or facsimile, with the electronic signatures on such counterparts considered the same as an original signature.

(I) The following signators warrant that they are authorized to enter into this Agreement, and that this Agreement is entered into freely, at arms-length, and without duress.

Dated: _____

Leona Harris

Dated: _____

Marieke Furnee,
NYWD Board President

EMPLOYMENT AGREEMENT
Temporary Office Assistant

This agreement (“Agreement”) is made by between the North Yuba Water District (the “District”) and Patti Galloway (“Mrs. Galloway”) (collectively referred to as the “Parties”). In consideration of the mutual covenants hereinafter contained, the Parties hereby agree as follows:

At-Will Temporary Employment:

During the time the District is waiting to permanently fill the full-time position of Office Assistant, the District is employing Mrs. Galloway as temporary Office Assistant (“TOA”). This is an at-will position. The District has the right to terminate the TOA position for any or no reason, and TOA has no right to an appeal. If TOA terminates this Agreement, TOA must provide 7 business day’s notice. The District Interim General Manager or General Manager has the authority to modify or excuse this 7 day notice requirement, but cannot increase the number of days for TOA’s notice of termination.

Terms of Employment:

During the term of this Agreement, Mrs. Galloway will work two days a week from 12:00 PM until 4:00 PM two days a week. The District Interim General Manager or General Manager shall have the authority to specify which two days TOA will work, and has the further authority to schedule TOA for more days and/or more hours.

In exchange for the services TOA provides under this Agreement, TOA shall receive:

- ▪ \$20.00 per hour. Any work performed in one day that is over 8 hours will be considered “overtime” and will be compensated per the District’s overtime policies.
- ▪ The same dental and vision health insurance coverage offered to other District employees.
- ▪ The same sick leave benefits other District employees receive. However, the District Interim General Manager or General Manager shall have the authority to instruct TOA to leave District property if the Interim General Manager or General Manager determines that TOA is ill. Such compulsory sick leave will be compensated by sick leave TOA has accrued, if any.
- ▪ TOA shall be entitled to the paid holidays provided to other District employees.

Indemnification:

District shall defend, hold harmless and indemnify Mrs. Galloway against any claim, demand, judgment, or action of any type or kind arising from actions or inactions taken within the course and scope of Mrs. Harris's employment to the extent required by Government Code Sections 825 and 995.

General Provisions:

A. (A) This Agreement constitutes the entire agreement between the parties. District and Mrs. Galloway hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement, and that this Agreement supersedes all other oral or written agreements between the parties pertaining to Mrs. Galloway's employment as TOA. This Agreement can be amended or modified only through a writing signed by Mrs. Harris, approved by the Board of Directors, and executed on behalf of the District.

A. (B) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

A. (C) Notice of termination via Mrs. Harris' email address (lharris@nywd.org) and to the email address Mrs. Galloway provides shall be deemed effective notice of termination of this Agreement.

A. (D) If an action at law or in equity is necessary to enforce or interpret this Agreement, the parties agree that (1) they will resolve their dispute via binding and final arbitration conducted according to the rules of the American Arbitration Association; (2) the venue for any arbitration between the parties shall be Brownsville, California; (4) all aspects of the arbitration shall be confidential; (5) the Parties shall equally divide all fees and costs pertaining to the arbitration process, such as filing fees and arbitrator fees; (6) the Parties will bear their own attorney fees; and (7) the arbitrator's decision may be filed in superior court as a judgment.

A. (E) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the District and the District shall be free to enforce any term or condition of this Agreement with or without notice to Mrs. Galloway notwithstanding any prior waiver of that term or condition.

A. (F) This Agreement may be executed in identical counterparts, via email attachment or facsimile, with the electronic signatures on such counterparts considered the same as an original signature.

A. (G) The following signators warrant that they are authorized to enter into this Agreement, and that this Agreement is entered into freely, at arms-length, and without duress.

Dated: _____

Patty Galloway

Dated: _____

Marieke Furnee,
NYWD Board President

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NORTH YUBA WATER DISTRICT**

RESOLUTION NO. 23 - 777

WHEREAS, on December 20, 2022, the District Board met and passed Resolution No. 22 -775 that rescinded prior Resolution No. 22-771, and provided, in part, that Regular Board meetings would take place on the last Wednesday of each month,

WHEREAS, the Brown Act authorizes the public the public to comment during Regular meetings on matters both on the Agenda and matters not on the Agenda.

WHEREAS, in the past, the public was allowed one opportunity to provide comment; the Board changed this practice to allow three opportunities for the public to comment – once on matters not on the agenda, once on matters on the agenda, and once after closed session on actions taken in closed session.

THE BOARD OF DIRECTORS OF NORTH YUBA WATER DISTRICT HEREBY RESOLVES that:

Board Resolution 22- 775 is hereby rescinded.

Future regular Board meetings will occur on the fourth Thursday of each month, with the Board President having the discretion to move the meeting to an earlier day or later day to accommodate Director scheduling.

The time for regular meetings will ordinarily be 5:30 PM, but that the time is flexible, per the Board President’s discretion.

District staff members who are not required/requested to be physically present, may attend any Board meeting via Zoom, or its equivalent.

The public will be provided an opportunity to comment twice at all regular board meetings:

- (1) prior to the meeting on any matter within the subject matter jurisdiction of the Board, public comment is limited to no more than four minutes per person, twenty minutes total; and
- (2) prior to the Board discussing and possibly acting upon agendized items, public comment is limited to no more than four minutes per person, twenty minutes total. The Board may allow comment prior to each agendized discussion/action item, and set the number of speakers and the time each person may comment.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the North Yuba Water District at a special meeting held Thursday, February 2, 2023, by the following vote, and verified by the following signatures:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Board President

By: _____
Board Director

By: _____
Board Director

By: _____
Board Director

By: _____
Board Director

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NORTH YUBA WATER DISTRICT**

RESOLUTION NO. 23 - 776

THE BOARD OF DIRECTORS OF NORTH YUBA WATER DISTRICT HEREBY RESOLVES that:

The following Board Member Code of Conduct is adopted and enacted:

BOARD MEMBER CODE OF CONDUCT

Respectful Demeanor and Conduct:

All District directors shall refrain from discourteous, offensive or abusive language or conduct, toward other directors or District employees. All directors shall not shout or raise their voice when addressing other directors or District employees, unless for the purpose of responding to an immediate need to protect another person's health or safety. All directors will respect employee work schedules and workloads, and will not insist on access to and consultation with District staff without following the procedures described herein.

Directors Will Avoid Publicly Embarrassing District Staff:

Whenever possible, directors who request information from District staff will make those information requests prior to board meetings. For example, if a director has question about a spending item on an agenda, that director will not ask those clarifying questions during a board meeting prior to the vote on that item, but will instead call or meet with the appropriate staff member and ask those questions prior to the board meeting.

Board members will avoid causing District staff embarrassment by criticizing employee performance – which includes suggestions for performance improvement - in public during board meetings. The director seeking clarifying information or wishing to criticize an employee's performance will contact the District executive officer (*e.g.*, the General Manager) to arrange to address the desire for clarifying information or to make critical comment about an employee's performance.

Only the Board of Directors, acting as a whole, or the Board President acting as the Board's agent, can instruct or direct the activities of District employees. If a director wishes to meet with a District employee to obtain information within the Board's subject matter jurisdiction, that director will consult with the District executive officer to schedule a day and time to meet with the employee.

Interruptions During Staff Reports to the Board:

Directors will avoid interrupting District staff members during their reports to the Board during board meetings, and will, instead, wait for the staff member to conclude their report before commenting or asking questions pertaining to the report that has been given.

Conforming to Agenda:

During board meetings, Directors will strive to restrict discussion to agenda items as they come up during the meeting, and avoid interjecting comment or discussion that is not relevant to the agenda item being discussed, or is relevant to an upcoming agenda item.

Records Requests:

District directors do not have the unlimited and immediate right to access any record the District administration maintains. District directors have the same rights to access records and information as members of the public, and a director's records request is subject to the same limits imposed by law on any records request.

For example, although records such as agendas, minutes, Board policies and administrative regulations are available for immediate and unrestricted access by anyone – if they are in a form available for immediate access - some records and information are protected by employee or third party confidentiality and privacy expectations. Allowing anyone, including District directors, to access those kinds of information, without the employee or third party's consent, could expose the District to significant liability for violating those rights.

To balance the desire to access records and information against the District's interest in avoiding unnecessary lawsuits, District directors are requested to put records requests in writing addressed to the Board's executive officer for evaluation, processing, and response.

Confidential Communications:

All persons who are present during a Board closed session, including Directors, shall maintain the confidentiality of all written and verbal communications made during Board closed sessions, unless authorized by the Board to reveal closed session communications to a third party.

No Retaliation:

Neither the District nor any director will retaliate against any individual, including

District employees who rely on this Policy or complain that this policy has been or is being violated. No Director shall never threaten to withhold water from any present or prospective District water customer in response to the water customer’s exercise of their rights of free speech rights and their rights to petition for the redress of grievances.

Any complaint that a director is violating this policy will be directed to the Board President. Any complaint that the Board President is violating this policy will be directed to District General Counsel.

Code Violations:

If and when a Director violates this policy, they will be acting in their individual - and not their official - capacity. Violation of this Policy will not be considered an act or omission occurring within the scope of a director’s public office, and such an act or omission will not be entitled to defense or indemnity per applicable law, including but not limited to Government Code § 825.

Miscellaneous:

The District General Manager shall provide all newly elected directors a copy of this Policy prior to the date the newly elected director is sworn into his public office.

This Policy supersede any part of any prior District resolution, regulation or policy that conflicts with any part of this Policy.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the North Yuba Water District at a special meeting held this Thursday, February 2, 2023, by the following vote, and verified by the following signatures:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

By: _____
Board President

By: _____
Board Director

By: _____
Board Director

By: _____
Board Director

By: _____
Board Director