

RESOLUTION NO. 22-774

RESOLUTION OF THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS AUTHORIZING THE SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

WHEREAS, the North Yuba Water District (District) entered into an Employment Agreement dated October 24, 2011 (Employment Agreement); and

WHEREAS, the District amended the Employment Agreement on October 24, 2012 (First Amendment to Employment Agreement), changing the term of the Employment Agreement and to increase Employee's monthly compensation from \$7,916.67 to \$8,333.34; and

WHEREAS, the District amended the Employment Agreement again on April 22, 2013 (Second Amendment to Employment Agreement), changing its term and compensation provisions; and

WHEREAS, the District amended the Employment Agreement again on June 11, 2015 (Third Amendment to Employment Agreement), changing the term, add job duties of the Employee and to increase Employee compensation to \$10,000.00 per month; and

WHEREAS, the District amended the Employment Agreement again on February 22, 2018 (Fourth Amendment to Employment Agreement), changing the duties of the Employee, the amount of paid vacation time for the Employee, and the required notice to be given to the Employee if the District seeks to terminate his employment with the District; and

WHEREAS, the District amended the Employment Agreement again on February 26, 2021 (Fifth Amendment to Employment Agreement), changing Paragraph 6 of the Employment Agreement to increase the Employee's deferred compensation and Paragraph 7 of the Employment Agreement to provide Employee with the same insurance benefits provided to all District staff subject to the Memorandum of Understanding between District and United Public Employees of California, Local 792; and

WHEREAS, the District amended the Employment Agreement again on October 22, 2021 (Sixth Amendment to the Employment Agreement), changing paragraph 4 of the Employment Agreement to increase Employee's salary to match cost of living increases received by staff, but not received by Employee; and

WHEREAS, the Board of Directors and Employee now desire to amend paragraph 3 of the Employment Agreement to state a specific duration of employment and to clarify paragraph 13(C) to state that Employee's actual receipt of his entire severance package is a condition precedent to Employee's termination by the District, and that Employee cannot be terminated by the District as provided by the paragraph 13(C) of the Employment Agreement prior to receiving his entire severance package. The Board further desires to add an attorneys' fees clause to the Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of North Yuba Water District that the following revisions to the Employment Agreement, which constitute the Seventh Amendment, are accepted:

1. Paragraph 3 of the Employment Agreement is amended to read as follows:

“Term. This Agreement shall remain in force and effect for Four (4) years after adoption of the resolution approving the term or until it is terminated as provided in paragraph 13.”

2. Paragraph 13(C) of the Employment Agreement is amended to read as follows:

“Employee’s employment with District may be terminated by either party only in accordance with the provisions of this paragraph. Employee may terminate this Agreement at any time by giving District not less than 30 days’ written notice of his resignation.

“If the District’s Board of Directors vote to terminate Employee’s employment, Employee shall receive a severance package in an amount equal to Employee’s monthly salary at the time of termination multiplied by 18 months, in addition to all other benefits Employee is entitled to receive. Employee cannot be terminated by the District as provided by this paragraph unless, and until, Employee receives his entire severance package as provided in this paragraph. The Board’s President shall simultaneously hand-deliver the notice of termination and the severance check to Employee. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the death of the Employee.

“Should Employee terminate his employment, then he shall personally deliver his notice of termination as follows:

President, Board of Directors
North Yuba Water District
8691 LaPorte Road
Brownsville, CA 95919-0299”

3. Paragraph 13 is added to the Employment Agreement as follows:

“Should either party to this Agreement commence litigation to enforce its terms, under Civil Code Section 1717 the prevailing party in such litigation shall be entitled to an award of their reasonable attorney’s fees and costs of litigation.”

PASSED, APPROVED, AND ADOPTED at a Special meeting of the Board of Directors of North Yuba Water District on November 18, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary Hawthorne
President, Board of Directors
North Yuba Water District

ATTEST:

Jeff Maupin
Secretary, Board of Directors
North Yuba Water District