

GARY HAWTHORNE
President
Division 3

DOUG NEILSON
Vice President
Division 1

CHRIS CROSS
Director
Division 2



DONALD FORGUSON
Director
Division 4

GINGER HUGHES
Director
Division 5

JEFF MAUPIN
General Manager

AGENDA

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

10:30AM ♦ FRIDAY ♦ NOVEMBER 18, 2022

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950 ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT. THE BOARD MAY ACT ON ANY OF THE ITEMS LISTED ON THIS AGENDA REGARDLESS OF WHETHER AN ITEM IS DESCRIBED AS AN ACTION ITEM, A REPORT, OR AN INFORMATIONAL OR DISCUSSION ITEM.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEOCONFERENCE AT

Join Zoom Meeting

<https://us02web.zoom.us/j/81303333834?pwd=Z3R4cGRmY3BmNG81dUJmRkZ3RWRJQT09>

Meeting ID: 813 0333 3834

Passcode: 572782

One tap mobile

+12133388477,,81303333834#,,,,*572782# US (Los Angeles)

+16692192599,,81303333834#,,,,*572782# US (San Jose)

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 219 2599 US (San Jose)

Meeting ID: 813 0333 3834

Passcode: 572782

Find your local number: <https://us02web.zoom.us/j/81303333834?pwd=Z3R4cGRmY3BmNG81dUJmRkZ3RWRJQT09>

AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

NOTE: ALL PUBLIC PARTICIPANTS WILL BE MUTED UPON ENTRY INTO THE MEETING AND WILL ONLY BE UNMUTED TO ALLOW THEIR COMMENT. TO PROVIDE PUBLIC COMMENT VIA VIDEO CONFERENCING CLICK ON THE "RAISE HAND." TO PROVIDE PUBLIC COMMENT BY TELECONFERENCE PRESS *9.

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.

COMMENCEMENT OF MEETING

- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. OPPORTUNITY FOR PUBLIC COMMENT ON AGENDIZED ITEMS

As provided under Government Code section 54954.3, subdivision (a), during a Special Meeting any member of the public may address the Board concerning any item on the agenda. No other comments will be allowed. Any member of the public wishing to make comment shall identify the agenda item they intend to address, and they will be provided an opportunity to make comment on that item only. Public comment is limited to no more than two (2) minutes per person, twenty (20) minutes total for all speakers.

CLOSED SESSION

- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, §54957, subd. (b)(1)): General Manager
- E. POST-CLOSED SESSION REPORT OF ACTION TAKEN

The Board President or his designee will provide a report on any reportable action taken during closed session, should any such action occur.

DISCUSSION/ACTION CALENDAR

- F. RESOLUTION No. 22-774

Authorizing Seventh Amendment to the General Manager’s employment contract amending paragraphs 3 and 13, and adding paragraph 14 to the employment contract.

- G. RESOLUTION NO. 22-768J

Authorizing remote teleconference meetings in accordance with California Government Code section 54953(e), as amended by AB 361.

ADJOURNMENT

SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT (Seventh Amendment) is made and entered into as of November ___, 2022, by and between the NORTH YUBA WATER DISTRICT (District), a California water district, and Jeffrey L. Maupin (Employee).

RECITALS

- A. District and Employee entered into an Employment Agreement dated October 24, 2011 (Employment Agreement).
- B. The Employment Agreement was amended on October 24, 2012 (First Amendment to Employment Agreement) to change the term of the Employment Agreement, and to increase Employee's monthly compensation from \$7,916.67 to \$8,333.34.
- C. The Employment Agreement was amended again on April 22, 2013 (Second Amendment to Employment Agreement) to change the term and compensation provisions of the Employment Agreement.
- D. The Employment Agreement was amended again on June 11, 2015 (Third Amendment to Employment Agreement) to change the term, add job duties of the Employee, and to increase Employee compensation to \$10,000.00 per month.
- E. The Employment Agreement was amended again on February 22, 2018 (Fourth Amendment to Employment Agreement) to change the duties of the General Manager, the amount of paid vacation time for the General Manager, and the required notice to be given to the Employee if the District seeks to terminate his employment with the District.
- F. The Employment Agreement was amended again on February 26, 2021 (Fifth Amendment to Employment Agreement) to amend Paragraph 6 of the Employment Agreement to increase the Employee's deferred compensation and amend 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.
- G. The Employment Agreement was amended again on October 22, 2021 (Sixth Amendment to the Employment Agreement), to amend 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.
- H. The Board of Directors and Employee desire to amend paragraph 3 of the Employment Agreement to state a specific duration of employment, and to clarify

paragraph 13(C) of the Agreement to state as a condition precedent Employee's actual receipt of his entire severance package prior to his 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. Finally, the Board also desires to add an attorneys' fees clause to the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree to Amend the Employment Agreement as follows:

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.”

Except as expressly modified by this Seventh Amendment, the Employment Agreement, and related Amendments, remain unchanged and in full force and effect.

IN WITNESS HEREOF the parties have executed this Seventh Amendment as of the day and year first above written.

NORTH YUBA WATER DISTRICT

EMPLOYEE

Gary Hawthorne
President

Jeffrey L. Maupin

ATTEST:

APPROVED AS TO FORM:

Heidi Naether
Auditor

Michael E. Vergara
General Counsel

RESOLUTION NO. 22-768J

A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH YUBA WATER DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e)

WHEREAS, North Yuba Water District (District) recognizes the importance of transparency and clear communication in government, and is committed to full compliance with the letter and spirit of the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963) (hereinafter “Brown Act”); and

WHEREAS, all meetings of the District’s Board of Directors are open and public, as required by the Brown Act, so that any member of the public may attend and participate; and

WHEREAS, the Brown Act (Gov. Code, § 54953, subd. (e)), allows members of a legislative body to participate in meetings remotely, without compliance with the requirements of Government Code section 54953, subdivision (b)(3), if a state of emergency is proclaimed pursuant to Government Code section 8625 and state or local officials have imposed or recommended measures to promote social distancing, or meeting in person presents imminent risk to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19 (Proclamation); and

WHEREAS, on September 16, 2021, the Governor signed AB 361 authorizing, among other things, that during a proclaimed state of emergency local agencies may continue meeting remotely under modified Brown Act requirements until January 1, 2024, or until the Governor rescinds the Proclamation, whichever comes first; and

WHEREAS, the District wishes to authorize remote teleconference meetings pursuant to Government Code section 54953, subdivision (e).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of North Yuba Water District as follows:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The Board of Directors does hereby find that the Proclamation has not been rescinded.
3. The Board of Directors does hereby find that, given the Governor’s continuing Proclamation, conditions exist posing imminent risk to the health and safety of Board members and those who personally attend Board meetings.
4. The General Manager and staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting

open and public meetings in accordance with Government Code section 54953, subdivision (e), and other applicable provisions of the Brown Act.

5. This Resolution shall take effect immediately upon its adoption, and shall be effective until the earlier of (a) December 16, 2022, or (b) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953, subdivision (e)(3), to extend the time during which the North Yuba Water District Board of Directors may continue to meet remotely without compliance with the requirements of Government Code section 54953, subdivision (b)(3).

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