

**SACRAMENTO SUBURBAN WATER DISTRICT
AMENDED AND RESTATED EMPLOYMENT AGREEMENT
WITH GENERAL MANAGER**

This Amended and Restated Employment Agreement with General Manager (“Agreement”) is entered into and made effective as of February 1, 2019, by and between Sacramento Suburban Water District, a public agency (“District”), and Daniel R. York, an individual (“Mr. York”), who agree as follows:

1. **Recitals.** The District has selected Mr. York as the General Manager of the District and Mr. York consents to such selection, subject to the terms of this Agreement.

2. **Employment.** The District hereby employs Mr. York as General Manager of the District (and including the duties of District Secretary) commencing on January 1, 2018, subject to the terms and conditions of this Agreement. Mr. York hereby accepts such employment on the terms and conditions of this Agreement. In accordance with the provisions of sections 53262 and 54957 of the Government Code, this Agreement is subject to ratification in an open session of a regular meeting of the Board of Directors of the District.

3. **Duties.** Mr. York will be the chief executive officer of the District, and will work under the direction of the District Board of Directors. Mr. York’s duties under this Agreement will be those enumerated in Water Code sections 30579, 30580, and 30581, assigned to the office of the General Manager and District Secretary, as described in the job description for the General Manager position and as adopted and amended from time to time by the District Board of Directors, and such other duties and responsibilities as may be assigned by the District Board of Directors. The current job description for the General Manager is attached as Exhibit A to this Agreement.

4. **Work Hours.** Mr. York will devote his full time, attention and energies to his duties, and will be available to work at such times as necessary to fully and competently perform the duties of General Manager, regardless of the number of hours involved. Mr. York acknowledges that the duties of General Manager may require an average of more than forty hours per week, and that some day-to-day work hours may vary (for example on Board meeting days). Except as otherwise provided in this Agreement, Mr. York will not be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of eight hours per day or forty hours per week. Mr. York will not engage in any conduct or other employment or business that would interfere with his responsibilities and duties to the District or that would reflect unfavorably on the interests of the District.

5. **Compensation.** For all services to be rendered by Mr. York under this Agreement, the District will provide to Mr. York the following salary and benefits:

a. During the term of this Agreement, Mr. York will be paid a salary in the amount of \$173,250 per year ("Base Salary"). The District will pay Mr. York his Base Salary in accordance with the pay periods established for all District employees.

b. The District Board of Directors may, at any time during the term of this Agreement, increase Mr. York's Base Salary. The Board of Directors will conduct an annual review each year of Mr. York's job performance, and may consider a merit salary increase after performing each such review.

c. Mr. York will be entitled to 240 hours per year of General Manager's vacation leave, but will not be entitled to any overtime pay or other compensatory time off benefits.

d. Mr. York will be entitled to receive all other employee benefits (including, but not limited to, sick leave, retirement system membership and employer contributions, deferred compensation investment opportunities, and employee and dependent coverage on health, dental and other group insurance programs), as provided in the District Employee Handbook, as amended from time to time by the Board of Directors, and as otherwise provided to other regular full-time District employees.

e. Mr. York will be entitled to be reimbursed for the reasonable amount of his actual and necessary expenses incurred in carrying out his duties as General Manager. Such reimbursements include mileage payments for the use of Mr. York's personal car in the course of official District business payable at the current IRS Standard Mileage Rates, to the extent that his expenses have been properly documented in conformance with the District Employee Handbook and policies, and the Internal Revenue Service's requirements for an Accountable Plan. Reimbursement for travel-related expenses incurred by Mr. York as General Manager for travel outside of California will require the prior approval of the Board of Directors.

6. Other Terms and Conditions of Employment. The performance of duties by Mr. York also will be governed by the District Employee Handbook, and the District and Mr. York will comply with all applicable provisions of the Employee Handbook. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition of the Employee Handbook, the provisions of this Agreement will govern. Mr. York acknowledges that the position of General Manager is one requiring frequent and highly-visible contact and involvement with members of the public and the community, and that in many respects the General Manager is the spokesperson and representative of the District. Mr. York will not engage in any conduct within or outside the scope of his employment with the District that reflects unfavorably on or discredits the District, its Board of Directors, or other employees.

7. Termination. This Agreement may be terminated in any one of the following ways:

a. By mutual agreement of the parties, expressed in writing.

b. By Mr. York, upon giving to the District not less than 90 days' prior written notice of his election to terminate.

c. By the District, for cause, upon giving to Mr. York written notice of immediate termination. The written notice of termination will specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Mr. York to be heard before the District Board of Directors on the reasons for his termination. If Mr. York requests a hearing, the hearing will be held at the Board's earliest convenience in a closed session, unless Mr. York requests an open session hearing. After the hearing, the Board may affirm, modify or reverse its decision to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement, or that seriously impedes District operations; conduct that tends to bring discredit to the District, or conduct unbecoming an employee in public service; mishandling of District funds; any intentional misrepresentation or fraud in connection with the performance of his duties; or, theft of District property.

d. By the District, without cause, upon giving to Mr. York written notice of immediate termination and payment of severance pay in a maximum amount equal to Mr. York's then-monthly salary multiplied by 3 months, consistent with, and as may be limited by, the provisions of Government Code sections 53260 through 53264.

Notwithstanding the provisions of any District rule, regulation, policy, procedure or practice to the contrary, upon termination of Mr. York's employment, whether with or without cause, Mr. York will not be entitled to any compensation, damages or other monetary award except as specifically authorized by this Agreement.

8. Dispute Resolution. If any dispute arises between the District and Mr. York over the conditions of his employment or the terms of this Agreement, the District and Mr. York agree that they first will meet and confer to try to resolve the dispute. If that informal process does not result in a resolution of the dispute, the parties then will agree on a mutually acceptable mediator and attempt to mediate the dispute. If mediation is ineffective, the parties agree to submit the dispute to binding arbitration before a single mutually acceptable arbitrator using the procedures set forth in the California Arbitration Act, Code of Civil Procedure sections 1280 and following. Each party will bear its own costs in all phases of the dispute resolution process.

9. Entire Agreement. This Agreement constitutes the sole, entire, integrated and exclusive contract between the parties respecting Mr. York's employment by the District, and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this Agreement are void and of no effect.

10. Notices. Any notice to be given to Mr. York will be sufficiently served if delivered personally, or if deposited in the United States Mail, regular pre-paid mail, addressed to Mr. York at his most recent residence address as shown on the District's payroll records. Any notice to be given to the District will be addressed and delivered or mailed to the Board of Directors at the District office.

11. Successors and Assigns. This Agreement is personal to Mr. York. Neither the Agreement nor any part of it may be transferred or assigned. Subject to this restriction on transfer and assignment, this Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

12. Amendments. This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by the District must be approved by the Board of Directors in a noticed regular public meeting. Individual Directors do not have the authority, express or implied, to amend, modify, waive or in way alter this Agreement or the terms and conditions of Mr. York's employment.


13. Waiver. A waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

14. Construction and Interpretation. The parties acknowledge and agree that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

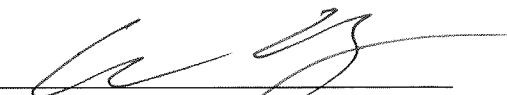
IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

SACRAMENTO SUBURBAN
WATER DISTRICT

MR. YORK:

By: 

President, Board of Directors

By: 

Daniel R. York

Attest:

