

**BOARD OF DIRECTORS  
SANTA CLARA VALLEY WATER DISTRICT**

**RESOLUTION NO. 17-**

**PROVIDING FOR THE COMPENSATION OF THE DISTRICT COUNSEL,  
A BOARD APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT**

BE IT RESOLVED, by the Board of Directors of the Santa Clara Valley Water District as follows:

1. Prior resolutions of the Board, to the extent that they may conflict with the provisions hereof, are hereby superseded and rescinded. This Resolution shall be effective August 22, 2017.
2. The salaries, wages, compensation, and expenses provided herein shall be in full for all official services performed unless expressly otherwise provided and shall be paid on the basis of the biweekly pay period plan. Compensation shall be payable on or before the seventh (7<sup>th</sup>) calendar day after conclusion of each biweekly pay period for services rendered during the preceding biweekly pay period. All officials and employees of the Santa Clara Valley Water District shall charge, collect and pay all fees required by law to be charged, collected, and paid into the proper fund of the District and no officer or employee of the District shall be compensated by fees.
3. For the period from July 1, 2016 through June 30, 2017, the total salary of the District Counsel shall be that amount approved by the Board of Directors and formulated in this paragraph. As of July 1, 2016, the District Counsel shall receive a salary adjustment of 2.7% for a total increase of \$6,755 to his annual salary.
4. The total salary of the District Counsel shall be that amount approved by the Board of Directors and formulated in this paragraph. As of July 1, 2017, the District Counsel shall receive a further salary adjustment for a new adjusted annual salary of \$272,480.
5. In addition to an annual salary as set forth in paragraphs 3 and 4, the District shall continue to assume payment of the unclassified benefits that are in effect on the effective date of approval of this Resolution.
6. An Amendment to Employment Agreement Between Santa Clara Valley Water District and Stanly Yamamoto (Exhibit-A), sets forth a formal written amendment to the original Employment Agreement with the updated annual salary. This Amendment is hereby approved and the Chair of the Board is authorized to execute this Amendment.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on August 22, 2017:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

By: \_\_\_\_\_  
JOHN L. VARELA  
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

\_\_\_\_\_  
Clerk/Board of Directors

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
SANTA CLARA VALLEY WATER DISTRICT  
AND STANLY YAMAMOTO**

This Amendment to the Employment Agreement between Santa Clara Valley Water District and Stanly Yamamoto (Amendment) is entered into effective August 22, 2017.

**RECITALS**

- A. The Santa Clara Valley Water District (District) and District Counsel Stanly Yamamoto (Employee) entered into an original employment agreement on February 1, 2010 (Original Agreement) when he was appointed to the position of District Counsel.
- B. The annual salary under the Original Agreement was \$215,000. Following personnel evaluations by the Board, the District has increased this annual salary from time to time. The last such increase was approved by the Board of Directors in 2015 when his annual salary was increased to \$250,182.40.
- C. On August 22, 2017, the District's Board of Directors approved a compensation adjustment for the District Counsel retroactively increasing his annual salary by 2.7% (\$6,755) effective July 1, 2016, as a cost of living adjustment (COLA) based upon the April 2016 San Francisco CPI-U.
- D. On August 22, 2017, the District's Board of Directors approved a further compensation adjustment for the District Counsel increasing his annual salary to a total of \$272,480 effective July 1, 2017.
- E. The parties wish to amend the Original Agreement to provide for the updated annual salary.

**NOW THEREFORE**, in consideration of the mutual obligations in this Amendment and the Original Agreement, the parties to this Amendment agree as follows:

- 1. Paragraph 4 of the Original Agreement is modified to read in its entirety as follows:

- 4. Compensation

- a) For the period from July 1, 2016 through June 30, 2017, District will pay Employee \$256,937.40 in salary per annum for services under this Agreement, payable in installments at the same time as other employees of the District are paid and subject to customary withholding. Thereafter and subject to an annual evaluation of Employee's performance and salary, the Board may, by resolution approving an amendment to this Agreement, increase Employee's salary on the basis of merit and/or market factors. Nothing in this provision requires the Board to use a set formula or to provide a merit or other salary increase following the annual evaluation, but the Board will act in good faith in determining whether a salary adjustment is warranted. The Board will determine the amount of any salary adjustment no later than October 1 each year, with any adjustment retroactive to the immediately preceding July 1.
- b) Effective July 1, 2017 (commencing pay period 14), District will pay Employee \$272,480 in salary per annum for services under this Agreement, payable in installments at the

same time as other employees of the District are paid and subject to customary withholding. Thereafter and subject to an annual evaluation of Employee's performance and salary, the Board may, by resolution approving an amendment to this Agreement, increase Employee's salary on the basis of merit and/or market factors. Nothing in this provision requires the Board to use a set formula or to provide a merit or other salary increase following the annual evaluation, but the Board will act in good faith in determining whether a salary adjustment is warranted. The Board will determine the amount of any salary adjustment no later than October 1 each year, with any adjustment retroactive to the immediately preceding July 1.

- 2. All provisions of the Original Agreement, except as modified by this Amendment, remain in full force and effect and are reaffirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first written above.

By: \_\_\_\_\_  
Stanly Yamamoto  
District Counsel

By: \_\_\_\_\_  
John L. Varela  
Chair of the Board  
Santa Clara Valley Water District

Attest:

By: \_\_\_\_\_  
Michele King  
Clerk of the Board

**SANTA CLARA VALLEY WATER DISTRICT**  
**Unclassified Employee Benefits**  
*(Effective 7/1/17)*

BENEFIT	SUMMARY
<b>Vacation</b>	<ul style="list-style-type: none"> <li>➤ Newly hired employees receive 224 hours (28 days/year) of prorated vacation based on date of hire. The prorated amount is vested immediately for the remainder of the fiscal year and is available for use upon approval of the employee's Appointing Authority. Starting the following fiscal year, vacation shall accrue as set forth below for current employees.</li> <li>➤ Beginning each fiscal year, current employees receive 224 hours (28 days/year) of vacation, which is vested immediately for the entire fiscal year, and may be accumulated up to 4 times entitlement.</li> <li>➤ Employees may elect either a cash pay-off for up to 21 days (168 hours) or have all or a portion of the cash value transferred to a Deferred Compensation Plan once each year. Elections to cash out vacation must be made in the calendar year prior to the cash out.</li> </ul>
<b>Sick Leave</b>	<p>Sick leave is accrued at the rate of 1 day per month (96 hours per year) with unlimited accumulation.</p> <ul style="list-style-type: none"> <li>▪ Upon resignation, with 10 or more years of District service, up to 480 hours of accrued sick leave shall be paid at 25% of the equivalent cash value.</li> <li>▪ Upon retirement (filed for CalPERS retirement), regardless of District years of service, sick leave may be paid out as follows: <ul style="list-style-type: none"> <li>○ Sick leave balance <i>up to</i> 480 hours is paid out at 50% of the equivalent cash value. Any remaining balance above 480 hours may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out.</li> <li>○ Entire accrued sick leave balance may be converted into additional CalPERS service credit. No sick leave hours will be paid out.</li> <li>○ Combination of any portion (<i>up to 480 hours</i>) of the sick leave balance is paid out at 50% and any remaining balance may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out.</li> </ul> </li> <li>▪ Upon death, all accrued, unused sick leave will be paid at 100% of the cash value.</li> </ul> <p>Any other payout of accrued sick leave upon separation of employment must be approved by the Chief Executive Officer. Any such approved payout shall not exceed 480 hours of accrued sick leave and shall be at the rate of 25% of the equivalent cash value.</p>
<b>Sick Leave Conservation</b>	<p><u>Sick Leave Conservation Program</u> - Employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) sick leave hours during the preceding twelve (12) month period may convert up to twenty-four (24) hours to cash, additional vacation time or a combination of both. Elections to cash out sick leave must be made in the calendar year prior to the cash out.</p>
<b>Executive Leave &amp; Personal Leave</b>	<p>24 hours of executive leave and 32 hours of prorated personal leave provided upon hire. Leave may be converted to cash or credited to a deferred compensation plan at any time during the fiscal year. Automatically paid-out if no election is made.</p>
<b>Bereavement Leave</b>	<p>3 days of bereavement leave for obligations arising from the death of a family member as defined in the At-Will Policy for Employees in the Unclassified Service. Additional time may be charged to sick leave for a total leave (3 days of bereavement leave plus sick leave) not to exceed 14 consecutive calendar days.</p>
<b>Holidays</b>	<p>12 designated days per calendar year.</p>
<b>CalPERS Retirement for Classic Members Hired Prior to 3/19/2012</b>	<p>California Public Employees Retirement System (CalPERS) <b>2.5% at 55</b> retirement plan with final compensation of highest 12 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation and is subject to change in July of each year. The current required employee contribution is 8.92% (8% for the member contribution and 0.92% towards the District's CalPERS cost). Contributions are pre-tax payroll deductions.</p>
<b>CalPERS Retirement for Classic Members Hired On or After 3/19/2012</b>	<p>California Public Employees Retirement System (CalPERS) <b>2.0% at 60</b> retirement plan with final compensation of highest 36 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation and is subject to change in July of each year. The current required employee contribution is 8.92% (7% for the member contribution and 1.92% towards the District's CalPERS cost). Contributions are pre-tax payroll deductions.</p>

<b>CalPERS Retirement for New Members</b> <i>Hired On or After 1/1/2013</i>	California Public Employees Retirement System (CalPERS) <b>2.0% at 62</b> retirement plan with final compensation of highest 36 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation and is subject to change in July of each year. The current required employee contribution is 6.75%. This contribution is a pre-tax payroll deductions.
<b>Retirement Health Benefits for Employees</b> <i>Hired Prior to 12/30/2006</i>	<p>Medical coverage is provided for retired employees with 10 years of continuous District service.</p> <p>Medical, Dental and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous District service.</p> <p>Medical, Dental and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous District service.</p>
<b>Retirement Health Benefits for Employees</b> <i>Hired on or after 12/30/2006 and Prior to 3/1/2007</i>	<p>Medical coverage is provided for retired employees with 10 years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p> <p>Medical, Dental and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p> <p>Medical, Dental and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p>
<b>Retirement Medical Benefits for Employees</b> <i>Hired On or After 3/1/2007</i>	<p>Medical coverage is provided for retired employees with 15 years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p> <p>Medical coverage is provided for retired employees and one eligible dependent with 20 or more years of continuous District service. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.</p>
<b>Health Insurance</b>	<p>Medical, Dental, Vision Care and EAP benefits are provided by the District. Employees pay 15% towards the District's monthly premium cost for medical coverage. Dental, Vision Care and EAP coverage is provided by the District with no monthly premium cost to the employee.</p> <p>Medical, Dental, Vision Care and EAP benefits are provided to all regular employees and their eligible dependents including registered same sex domestic partners, or domestic partners of the opposite sex age 62 or over, who meet the eligibility criteria. Domestic partner coverage is taxable income for federal income tax purposes.</p> <p>District employees may only receive coverage under one plan; either as single coverage or family coverage and either as the primary subscriber or as a dependent under the plan of a spouse or registered domestic partner who is a regular District employee. Eligible dependents will only be covered under one employee's medical plan.</p>
<b>Disability Insurance</b>	District provides Short Term Disability (STD) equal to 66 2/3% of salary to a maximum weekly benefit of \$3,462 with a 14-day waiting period. STD may transition into Long Term Disability (LTD) after 180 days of disability and then provide 66 2/3% of salary to a maximum monthly benefit of \$15,000.
<b>Life Insurance</b>	<p>District provides life insurance benefits equal to employee's annual salary up to a maximum benefit of \$100,000 with a five-year phase out in declining increments of \$10,000 per year starting with \$50,000 coverage upon retirement. The premium attributable to life insurance benefit exceeding \$50,000 is considered "imputed income" and must be reported as taxable earnings on the W-2 statement each year, as required by the IRS.</p> <p>Optional supplemental life insurance available in amounts equal to 1, 2, 3 or 4 times annual salary to a maximum benefit of \$500,000 is available at employee cost.</p>
<b>Other</b>	Board Appointed Officers (BAO) are eligible for a monthly car allowance as follows: CEO & District Counsel = \$600 / Clerk of the Board = \$450. Mileage is paid for out-of-county District business in addition to monthly car allowance.
	District owned communication devices are provided, including cell phones, pagers, two-way radios, tablets, and computers. A monthly stipend for smart phones is provided.
	Tuition Assistance Program – Unclassified employees with six (6) or more months of continuous service, up to 100% reimbursement of tuition costs upon satisfactory completion of an approved course to a maximum of \$2,000 per fiscal year.

	Commuter Checks – Pre-tax deductions are allowed up to the IRS maximum for the purchase of Commuter Checks which can be used as payment for any public transportation or to pay for qualified vanpools.
	Credit Unions (Santa Clara County Employees Credit Union and the Commonwealth Credit Union)
<b>Deferred Compensation</b>	Deferred compensation plan is available at employee's option. Annual District matching contributions is provided when enrolled in District's 401(a) Defined Contribution Match Plan as follows: Unclassified employees up to \$8,000 / Board Appointed Officers (BAO) up to \$4,000 per calendar year.
<b>FlexChoice (Section 125)</b>	<ul style="list-style-type: none"> <li>➤ Health Care Spending Account – Maximum contribution up to \$2,550 for eligible medical, dental, vision and prescription expenses.</li> <li>➤ Dependent Adult or Child Daycare – Maximum contribution \$5,000 per family or \$2,500 if you file taxes "Married Filing Separately" per calendar year.</li> </ul>
<b><i>This is a summary of benefits only. Official plan documents/agreements govern how a benefit is determined or administered.</i></b>	