



# Santa Clara Valley Water District

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**File No.:** 20-0971

**Agenda Date:** 11/24/2020

**Item No.:** 3.2.

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## BOARD AGENDA MEMORANDUM

### **SUBJECT:**

Amendment to Employment Agreement Between Santa Clara Valley Water District and Stanly Yamamoto.

### **RECOMMENDATION:**

- A. Adopt the RESOLUTION APPROVING AND ADOPTING NOVEMBER 24, 2020 AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN SANTA CLARA VALLEY WATER DISTRICT AND STANLY YAMAMOTO; and
- B. Authorize the Chair of the Board to execute November 24, 2020 Amendment to Employment Agreement Between Santa Clara Valley Water District and Stanly Yamamoto.

### **SUMMARY:**

On March 2, 2020, District Counsel provided notice to the Board of Directors of his desire to retire. However, in light of the pandemic caused by COVID-19 and other District matters, this notice was voluntarily withdrawn and no further retirement date had been established. The Board recognizes that it needs sufficient time to conduct an executive recruitment for District Counsel and has requested the assurance of District Counsel that he will remain in service until May 3, 2021. To accommodate the needs of the Board, District Counsel has agreed to renegotiate certain terms of his employment agreement.

The amendment generally holds that: (1) the District Counsel will remain employed by Valley Water until May 3, 2021 at which point he will retire; (2) the District Counsel will waive his ability to terminate the agreement upon 60 days' notice; (3) the District Counsel will receive an additional 400 hours of vacation; and (4) the District Counsel will execute a General Release. In addition, District Counsel will work with the Chair of the Board to implement a smooth transition to a successor District Counsel.

### **FINANCIAL IMPACT:**

The value of the additional 400 hours of vacation at the District Counsel's current rate of pay is \$64,104. There are funds available in the Fiscal Year 2021 budget to cover this pay.

**CEQA:**

The recommended action does not constitute a project under CEQA because it does not have a potential for resulting in direct or reasonably foreseeable indirect physical change in the environment.

**ATTACHMENTS:**

Attachment 1: Resolution

Attachment 2: Amendment to Employment Agreement

**UNCLASSIFIED MANAGER:**

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