

FIRST AMENDMENT TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT

This First Amendment to the General Manager Employment Agreement ("First Amendment") is made as of June 5, 2024 by and between the **WEST COUNTY WASTEWATER DISTRICT** ("**District**") and **ANDREW CLOUGH** ("**Mr. Clough**").

The District and Mr. Clough entered into an Employment Agreement ("**Agreement**") as of April 5, 2023, and Mr. Clough began serving as General Manager for the District on that same date.

Section 3(a) of the Agreement provides that the District will conduct a performance review and evaluate Mr. Clough's performance at least once per year. Mr. Clough's gross salary is subject to potential increase based upon the outcome of such evaluation.

On April 3, 2024, the Board of Directors ("**Board**") of the District declared that the compensation and benefits of the General Manager were uncertain as of April 5, 2024 due to the still to be completed performance evaluation and subsequent negotiations.

On April 17, 2024, the Board completed its review of Mr. Clough's performance. In recognition of Mr. Clough's excellent performance during his first year, including the achievement of several critical accomplishments, according to the Board's own review process, and to adjust for a disparity in compensation indicated by a March 2024 independent compensation survey of employees, including General Managers, of similar public agencies in the region, the Board of Directors of the District now desires to modify the Agreement to provide a 15% increase to Mr. Clough's gross annual salary as of the anniversary date of April 5, 2024.

The Board of Directors of the District also desires to modify Mr. Clough's severance payment terms, to make minor revisions to the General Manager's duties, and to add certain statutory provisions.

The District and Mr. Clough wish to memorialize these actions.

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of **Section 3(a), Salary and Evaluation**, is deleted in its entirety and replaced with the following:

"The District shall pay Mr. Clough a gross annual salary of \$336,700 for his services as General Manager, payable in equal increments at the same time that other District employees are paid, effective as of April 5, 2024."

2. **Section 5(a), Termination Without Cause**, is deleted in its entirety and replaced with the following:

"Termination Without Cause. In the event the Board terminates Mr. Clough's employment, without cause during such time that Mr. Clough is willing and able to perform his duties under this Agreement, the District agrees to pay Mr. Clough a cash payment equal to six months' base salary and the cost of six months' premiums for the medical, dental, and vision insurance that Mr. Clough was receiving at the time of Mr. Clough's termination without cause. Said cash payment, subject to customary withholding, will be paid in six equal monthly

installments beginning not more than ten days following the effective date of the termination. Except for any wages and accrued benefits owed up to and including the termination date, such severance payment will be the sole and exclusive consideration that the District will pay to Mr. Clough in connection with the termination of this Agreement, the termination of Mr. Clough's relationship with the District and any conduct by, between, or among the parties relating to Mr. Clough occurring prior to and including the effective date of Mr. Clough's termination. Mr. Clough's acceptance of such severance payment will constitute a full and complete waiver of any and all claim(s) which were known or reasonably should have been known by Mr. Clough arising under this Agreement. Payment of this severance pay is contingent upon Mr. Clough executing a full and complete release of all known and unknown claims arising through the date of the release as a condition of receiving such severance."

3. The following is added as a new **Section 10, Provisions Required by California Government Code 53243 et seq.**, and all subsequent sections are renumbered accordingly.

"(10) **Provisions Required by California Government Code 53243 et seq.**

In accordance with Government Code Sections 53243, 53243.1 and 53243.2:

- (a) In the event Mr. Clough is placed on paid leave pending an investigation, Mr. Clough will reimburse such pay to the District if he is subsequently convicted of a crime involving an abuse of his office or position.
- (b) In the event the District pays for legal criminal defense, he will fully reimburse such funds to the District if he is subsequently convicted of a crime involving an abuse of his office or position.
- (c) If this Agreement is terminated, any cash settlement related to the termination that Mr. Clough may receive from the District must be fully reimbursed to the District if he is subsequently convicted of a crime involving an abuse of his office or position.

The intent of this Section is to satisfy the requirements in Government Code Sections 53243, 53243.1, and 53243.2 and this Agreement will be interpreted consistent with these statutes. For purposes of this section, "abuse of office or position" will be as defined in Government Code Section 53243.4."

4. The last sentence of **point 15 of Specific Duties and Responsibilities, of Attachment A, West County Wastewater General Manager Duties**, is deleted in its entirety and replaced with the following:

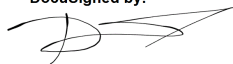
"At District expense, and subject to the provisions and restrictions of the District's applicable policies, the General Manager is authorized to attend and represent the District at professional association conferences presented by the California Association of Sanitation Agencies (CASA) and California Special District Association (CSDA) and other conferences or trainings approved in advance by the Board President."

Except as expressly modified by the First Amendment, all terms and conditions of the Agreement remain in full force and effect.

The Parties are signing this Amendment to be effective as of the Effective Date.

WEST COUNTY WASTEWATER DISTRICT

ANDREW CLOUGH

By: 
DocuSigned by:
503E07E6EA5F495
David Alvarado
Board President


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Andrew Clough