**Garberville Sanitary District**

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**FIRST AMENDMENT TO**

**EMPLOYMENT CONTRACT AND AGREEMENT**

**BETWEEN RALPH EMERSON AND**

**GARBERVILLE SANITARY DISTRICT**

**2025-2030**

The current General Manager Employment Agreement (“Employment Agreement”) between Ralph Emerson (“General Manager”) and the Garberville Sanitary District, a California special district (“GSD” or “District”) was approved unanimously at the June 23, 2020, District Board Meeting, with a term that began on July 1, 2020 and set to expire on June 30, 2025, unless terminated earlier in accord with the Agreement.

This First Amendment to Employment Contract and Agreement Between Ralph Emerson and Garberville Sanitary District (“First Amendment”), is entered and executed to extend the Agreement between Ralph Emerson and Garberville Sanitary District through June 30, 2030, subject to earlier termination in accord with the Employment Agreement and this First Amendment.

Ralph Emerson will perform his employment duties as defined by the GSD Board of Directors, as the same may be amended from time to time, and shall work at the discretion of the Board of Directors. The duties of the General Manager will include, without limitation, managing the operations and employees of GSD, while complying with approved policies and ordinances as adopted and resolved by the GSD Board of Directors.

TERMS AND CONDITIONS

Pursuant to this First Amendment Ralph Emerson agrees to continue serving as the General Manager of the District and, during the extended term, shall comply with the following terms and conditions.

1. Term of Employment/Early Termination. General Manager shall continue employment until June 30, 2030, unless the GSD Board of Directors (by majority vote) elects to terminate this First Amendment and General Manager’s employment earlier upon provision of not less than thirty (30) days written notice of termination to the General Manager. The GSD Board of Directors may elect to terminate this First Amendment and General Manager’s employment with the District for any reason or no reason, with or without cause, upon provision of thirty (30) days written notice as stated. Upon expiration of the thirty (30) day written notice period all compensation and benefits paid to the General Manager will automatically cease accruing and no further payment obligations shall exist.

Likewise, General Manager may terminate this First Amendment and General Manager’s employment with the District at any time prior to June 30, 2030, by providing not less than thirty (30) days written notice of termination to the GSD Board of Directors.

1. Compensation. Beginning on July 1, 2025, the General Manager will be paid Eleven Thousand Dollars ($11,000.00) per month for services rendered to the District and will be expected to work full-time with a minimum of forty (40) hours of work per week. The General Manager acknowledges that the position of General Manager is an administrative position, exempt from overtime compensation. The General Manager’s compensation shall remain fixed at Eleven Thousand Dollars ($11,000) per month until this First Amendment expires on June 30, 2030, or until this First Amendment is extended or terminated earlier as noted above.
2. Job Duties. The General Manager shall provide all administrative management services necessary to effectively operate the District and will manage and provide supervision to District employees. The General Manager will coordinate with other public agencies and endeavor to develop policies, plans and propose ordinances to the GSD Board of Directors which effectively serve GSD customers and ensure efficient operating procedures and services provided. The General Manager will attend all District Board meetings, and perform all duties the Board may assign to the position from time to time.
3. Continuation of Agreement. The terms and conditions of the General Manager’s Employment Agreement will continue subject to the modifications and amendments created by this First Amendment. Should any conflict exist between the terms and conditions of the Employment Agreement and this First Amendment, the terms and conditions of this First Amendment shall take precedence and shall govern and control.

APPROVAL AND EXECUTION

This First Amendment was approved by the Board of Directors for the Garberville Sanitary District on \_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, with direction given to the Board Chair, Doug Bryan to execute the First Amendment on behalf of the District.

Doug Bryan, Board Chair of Garberville Sanitary District

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Doug Bryan

**Agreed and approve:**

Ralph Emerson, GSD General Manager

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Ralph Emerson