

FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT
BETWEEN
CASTRO VALLEY SANITARY DISTRICT
AND
ROLAND WILLIAMS, GENERAL MANAGER

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("First Amendment") is made and agreed upon as of the 2nd day of April 2024, by and between the CASTRO VALLEY SANITARY DISTRICT (hereinafter "CVSan") and ROLAND WILLIAMS (hereinafter "General Manager").

RECITALS

WHEREAS, the parties entered into the Employment Agreement effective April 2, 2023; and

WHEREAS, the parties desire to make an amendment to the Employment Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. CVSan is providing General Manager with a 2.8% COLA increase to take effect on April 2, 2024.

2. Paragraph 2 of the Employment Agreement is amended, in full, to read as follows:

2. SALARY / BENEFITS: CVSan agrees to pay General Manager a salary of Two Hundred Eighty Thousand Six Hundred-Two Dollars and Ninety Eight Cents (\$280,602.98) per annum for services provided by General Manager payable in installments at the same time as other employees of CVSan are paid. In addition to the above compensation, the General Manager shall be entitled to the benefits listed on Exhibit A to the Employment Agreement in the areas of health, dental, life, disability and other insurance programs, sick leave, paid holidays, visual aids reimbursement, retirement contributions and other similar direct and indirect benefits.

3. Effective July 1, 2024 and provided the overall COLA increase awarded to General Manager during 2024 does not exceed 4.5%, the General Manager's salary will be increased by the COLA percentage difference (if any) between the December 2023 index figure and the April 2024 index figure for the National Consumer Price index (Pacific Cities), for the San Francisco-Oakland-Hayward Average index figure for Urban Wage Earners and Clerical Workers. If the index figure for April 2024 is less than the amount for December 2023 (2.8%), no further salary adjustment shall be made. Any increase shall be reflected in an additional amendment.

4. Except as expressly amended herein, all other terms and conditions of the Employment Agreement, as amended, shall remain in full force and effect the same as if this First Amendment had not been executed.

Dated Effective: April 2, 2024

IN WITNESS WHEREOF, the CASTRO VALLEY SANITARY DISTRICT has caused this Agreement to be executed by CVSan's Board President and Secretary and approved as to form by the District's General Counsel and the General Manager has signed it.

CASTRO VALLEY SANITARY DISTRICT

EMPLOYEE

By: 
Dave Sadoff, President

By: 
Roland Williams

By: 
Ralph Johnson, Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

By: 
Christopher Diaz, General Counsel