

RESOLUTION NO. 40-2014
November 20, 2014

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING AN AMENDMENT TO THE EMPLOYMENT
AGREEMENT WITH JEROME D. GRUBER**

BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows:


1. The Amendment to the Employment Agreement between the Cambria Community Services District and Jerome D. Gruber, attached hereto as Exhibit "A" is hereby approved.
2. The Board President is authorized to execute the Employment Agreement on behalf of the Cambria Community Services District.

PASSED AND ADOPTED this 20th day of November, 2014.



Jim Bahringer, President
Board of Directors

ATTEST:


Monique Madrid, District Clerk

APPROVED AS TO FORM:


Timothy J. Carmel, District Counsel

AMENDMENT TO EMPLOYMENT AGREEMENT

This **Amendment to Employment Agreement** ("Agreement") made and entered into this 20th day of November, 2014, by and between the **Cambria Community Services District** (hereinafter referred to as "**Employer**" or "**CCSD**") and **Jerry Gruber** (hereinafter referred to as "**Employee**"), who understand as follows:

WITNESSETH:

WHEREAS, the CCSD Board of Directors approved a modified Employment Agreement ("Agreement") with Employee on October 24, 2013; and

WHEREAS, CCSD and Employee now desire to amend Section 3 of the Agreement relating to Termination and Severance Pay to provide a nine (9) month termination notice period.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Section 3 of the Agreement is hereby amended to read as follows:

3. Termination and Severance Pay

Employer may terminate this Agreement without cause, for any reason or for no reason, on nine (9) months' notice to Employee, provided however, that Employee shall not be terminated during or within a period of three months (3) prior to or three (3) months after an election at which election a member of the Board of Directors is elected. If this Agreement is terminated by Employer or by operation of law, Employee shall continue to work and receive his salary and other compensation during the notice period. In the alternative and at its sole discretion, Employer may terminate Employee at any time during the notice period and in that event Employer agrees to pay Employee a lump sum cash payment equal to the remaining salary for the notice period; and pay Employees COBRA benefits equal to the notice period; provided, however, Employer shall have no obligation to provide such notice, severance pay and benefits in the event Employee is terminated for good cause. For the purpose of this Agreement, "good cause" shall include, but not necessarily be limited to, any of the following:


1. A material breach of the terms of this Agreement;
2. A failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
3. Conduct unbecoming the position of General Manager or likely to bring discredit or embarrassment to the CCSD.

Exhibit A to Resolution 40 2014
Jerome Gruber Employment Agreement

"Good cause" shall not mean a mere loss of support or confidence by a majority of the Board of Directors of the CCSD.

Section 2. Except as amended herein, all other terms of the Agreement shall remain in full force and effect.

In Witness Whereof, Employer and Employee have signed and executed this Agreement, both in duplicate, the day and year first above written.

Employee: 
Jerry Gruber
General Manager

Employer: 
Jim Bahringer
CCSD Board President