

**FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT BETWEEN THE
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
AND JEREMY GHENT FOR
DISTRICT ADMINISTRATOR SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into on June 16, 2021 (“Effective Date”) by and between the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, a California special district, hereinafter referred to as “District,” and JEREMY GHENT, hereinafter referred to as “Employee,” collectively referred to as the “Parties,” as follows:

A. Recitals

1. The Parties entered into an employment agreement (“Agreement”) commencing July 1, 2018 whereby Employee provides District Administrator services to the District for a term of three years.

2. The Parties desire to amend the Agreement to allow Employee to continue to serve as District Administrator for additional time.

3. All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement

1. Section 1 (“TERM OF EMPLOYMENT”), Subsection C is deleted in its entirety and Subsection B is amended to read:

B. This Agreement shall remain in effect unless and until terminated as provided herein.

2. Section 2 (“COMMITMENTS OF THE PARTIES”), Subsection B (“District Commitments”), Paragraph 1 (“Salary”), Parts 1 and 2, are amended to read:

1. Beginning July 2nd, 2021 the District agrees to pay Employee \$13,527 monthly. Employee shall be paid in accordance with the District’s customary payroll practices.

2. The District shall provide Cost of Living increases on the anniversary of the Effective Date of this Agreement (the “Anniversary Date”) at a rate consistent with that provided to District’s represented employees. District will consider additional adjustments in compensation based upon performance.

3. Section 2 (“COMMITMENTS OF THE PARTIES”), Subsection B (“District Commitments”), Paragraph ii (“Benefits”), Part 8 (“Holidays, Vacation and Sick Leave”) is amended to include an additional Subpart (c) that reads:

c. Employee shall be permitted to convert 40 hours of vacation for pay annually.

4. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

5. The Agreement, all amendments together with this First Amendment and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this First Amendment shall

be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

IN WITNESS WHEREOF, District and the Employee have executed this First Amendment as of the Effective Date.

SSLOCSD:

EMPLOYEE:

Linda Austin, Chair (Date)

Jeremy Ghent (Date)

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board (Date)

District Legal Counsel (Date)

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A. Recitals

1. The Parties entered into an employment agreement (“Agreement”) commencing July 1, 2018 whereby Employee provides District Administrator services to the District for a term of three years.

2. The Parties desire to amend the Agreement to allow Employee to continue to serve as District Administrator for additional time.

3. All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement

Terms and Conditions

~~2.1.~~ Section 1 TERM OF EMPLOYMENT, ~~Subsection B. and C.~~ is ~~deleted in its entirety and Subsection B is amended to read~~ ~~hereby withdrawn and replaced with:~~

B. This Agreement shall remain in effect unless and until terminated as provided herein.

~~3.2.~~ Section 2 COMMITMENTS OF THE PARTIES, ~~Subsection B. District Commitments, paragraph 1.~~ Salary, ~~Parts 1 and 2, is hereby withdrawn and replaced with~~ ~~amended to read:~~

1. Beginning July 2nd, 2021 the District agrees to pay Employee \$13,527 monthly. Employee shall be paid in accordance with the District’s customary payroll practices.
2. The District shall provide Cost of Living increases on the anniversary of the Effective Date of this Agreement (the “Anniversary Date”) at a rate consistent with that provided to District’s represented employees. District will consider additional adjustments in compensation based upon performance.

~~4.3.~~ Section 2 COMMITMENTS OF THE PARTIES, ~~Subsection B. District Commitments, paragraph ii. Benefits. Part 8. Holidays, Vacation and Sick Leave shall be amended to to include~~ ~~is amended to include an additional subpart c. that reads:~~

c. Employee shall be permitted to convert 40 hours of vacation for pay annually.

4. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

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5. The Agreement, all amendments together with this First Amendment and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this First Amendment shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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IN WITNESS WHEREOF, District and the Employee have executed this First Amendment as of the ~~Effective Date~~date first written above and shall become effective on the Employee's "Anniversary Date".

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SSLOCS:

EMPLOYEE:

Linda Austin, Chair (Date)

Jeremy Ghent (Date)

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board (Date)

District Legal Counsel (Date)