

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum is hereby made on February 27, 2020 to the Employment Agreement (“Agreement”) entered into on June 27, 2019, between Kern County Water Agency (“Employer”) and Amelia Minaberrigarai (“Employee”).

WHEREAS, the Employer desires and is authorized to fill the position of General Manager on a temporary basis; and

WHEREAS, Employee will assist in the transition and onboarding of a new General Manager;

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein and in the Agreement, and the performance of each, the parties hereto agree to be legally bound as follows:

1. Compensation for Acting General Manager role. For the period of September 1, 2019 until the date a new General Manager commences employment, Employee shall receive \$10,000 and twenty (20) hours of additional vacation per month in exchange for serving in an Acting General Manager role, which duties are in addition to her current role as General Counsel.

2. Compensation During Transition and Onboarding of New General Manager. For the period of time commencing with the start date of the new General Manager through six (6) months after the General Manager commences working a full-time schedule of five (5) days per week at the Employer’s offices, Employee shall receive \$5000 and ten (10) hours of additional vacation per month in exchange for assisting with the General Manager duties during his onboarding and transition into the role full-time, which duties are in addition to her current role as General Counsel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

By: 
Kern County Water Agency

Date: 2-27-2020

Employee

Amelia Minaberrigarai

Date: FEBRUARY 27, 2020

EXHIBIT B

FORM OF SEVERANCE AND RELEASE AGREEMENT

This Severance and Release Agreement (“Agreement”) dated effective _____, is made by and among Kern County Water Agency (“Employer”), and Amelia Minaberrigarai, an individual (“Employee”).

RECITALS

A. Employee’s employment with Employer was terminated on _____. Employer and Employee now wish to enter into this Agreement.

B. For and in consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

1. Termination of Employment. Employee acknowledges that her employment with Employer ceased on _____. Employee further acknowledges that Employer has paid to Employee all sums owing to her, including wages, accrued but unused vacation, reimbursable business expenses and benefits accrued or incurred through that date within the time frame required by law.

2. Severance Payment. In consideration of Employee’s execution of and compliance with this Agreement, Employer agrees to pay to Employee severance in the gross sum of _____. This amount shall be subject to all applicable state and federal withholdings, and shall be paid in one lump sum within five (5) business days of the effective date of this Agreement. In no event, however, shall severance be paid until the expiration of the Consideration Period and Revocation Period referenced in paragraph 5 below. Employer further agrees to continue Employee’s health insurance coverage through _____. The parties specifically agree that the consideration paid to Employee in accordance with this Agreement is good and sufficient consideration for this Agreement.

3. Compromise and Settlement. Employee, in consideration of the promises and covenants made by Employer in this Agreement, hereby compromises, settles and releases Employer from any and all past, present, or future claims, demands, obligations, or causes of action, whether based on tort, contract, or other theories of recovery arising from the employment relationship between Employer and Employee, and the termination of that employment relationship. Such claims include those Employee may have or has, or which may later accrue to or be acquired by Employee, against Employer or its predecessors, successors in interest, assigns, parent and subsidiary organizations, affiliates, and partners, and its past, present, and future officers, directors, agents, and employees, and their heirs and assigns. Such claims specifically include but are not limited to claims for wages, wrongful termination, constructive discharge, fraud, mental or emotional distress, misrepresentation, attorney’s fees, or

any claim for discrimination under federal or state law including, but not limited to, discrimination based on age, sex, race, national origin, disability, marital status or any claims under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, Labor Code sections 132a and 4553, or the Fair Employment and Housing Act of California. Employee further acknowledges that she has suffered no injury compensable under the California Workers' Compensation Act.

4. Unknown Claims. Employee acknowledges that this Agreement applies to all known or unknown, foreseen or unforeseen, injury or damage arising out of or pertaining to the employment relationship and its termination, and expressly waives any benefit she may have under Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Employee understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if she should eventually suffer injury arising out of or pertaining to the employment relationship and its termination, she will be unable to make any claim for those injuries. Furthermore, Employee acknowledges that she consciously intends these consequences even as to claims for injuries that may exist as of the date of the Agreement but which she does not know exist and which, if known, would materially affect Employee's decision to execute this Agreement, regardless of whether Employee's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

5. Waiver of Rights Under the Age Discrimination in Employment Act. Employee specifically understands and acknowledges that the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), provides Employee the right to bring a claim against Employer if Employee believes that Employee has been discriminated against on the basis of age. Employer specifically denies any such discrimination. Employee understands the rights afforded to her under the ADEA and agrees that she will not file any claim or action against Employer or any of the entities released in Section 3 affiliated with Employer based on any alleged violations of the ADEA. Employee hereby knowingly and voluntarily waives any right to assert a claim for relief under this Act, including but not limited to back pay, front pay, attorneys fees, damages, reinstatement or injunctive relief. Employee is advised to consult with independent legal counsel prior to executing a waiver of rights under the ADEA.

Employee also understands and acknowledges that the ADEA requires Employer to provide Employee with at least twenty-one (21) calendar days to consider this Agreement ("Consideration Period") prior to its execution. Employee acknowledges that she was provided with and has used the Consideration Period or, alternatively, that she elected to sign the Agreement within the Consideration Period and waives the remainder of the Consideration Period. Employee also understands that Employee is entitled to revoke this Agreement at any time during the seven (7) days following Employee's execution of this Agreement ("Revocation Period"). Employee also understands that any revocation of this Agreement must be in writing

and delivered to the attention of the Board President prior to the expiration of the Revocation Period.

6. No Admission of Liability. Employee acknowledges that neither this Agreement, nor payment of any consideration pursuant to this Agreement, shall be taken or construed to be an admission or concession of any kind with respect to alleged liability or alleged wrongdoing against Employee by Employer. Employer specifically asserts that all actions taken with regard to Employee were proper and lawful and affirmatively denies any wrongdoing of any kind.

7. Representation by Attorney. Employee acknowledges that Employee has carefully read this Agreement; that Employee understands its final and binding effect; that Employee has been given the opportunity to be represented by independent counsel in negotiating and executing this Agreement and that Employee has either chosen to be represented by counsel or has voluntarily declined such representation; and that Employee understands the provisions of this Agreement and knowingly and voluntarily agrees to be bound by them.

8. Entire Agreement. This Agreement and the surviving portions of Employee's Employment Agreement dated _____ shall contain the entire agreement between the parties, and it shall not be modified except in writing signed by the party to be bound.

9. Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision shall be interpreted so as best to effect the intent of the parties. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, or other purposes of the void or unenforceable provision.

10. Counterpart Originals. This Agreement may be signed in counterparts.

11. Governing Law. This Agreement shall be governed by the laws of the State of California.

Date: _____

EMPLOYER

By: _____
Kern County Water Agency

Date: _____

Amelia Minaberrigarai