

**FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT
OF EXECUTIVE DIRECTOR**

THIS FIRST AMENDED AND RESTATED AGREEMENT (“Agreement”) is made this 9th day of January 2026 by and between Yolo Emergency Communications Agency, a joint powers authority (hereinafter referred to as “YECA”), and Dena Humphrey, an individual (hereinafter referred to as “HUMPHREY”), who agree as follows:

RECITALS

WHEREAS, YECA is a joint powers authority and public entity of the State of California, organized and existing pursuant to Government Code §§ 6500 *et seq.*; and

WHEREAS, pursuant to said Code, YECA’s Board of Directors initially appointed HUMPHREY as its Executive Director and executed an employment contract concurrently with her appointment;

WHEREAS, the Board of Directors now desires to update the original employment contract and provide, among other things, for HUMPHREY’s continued service as its Executive Director; and

WHEREAS, HUMPHREY desires to continue in her role as YECA’s Executive Director pursuant to the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

AGREEMENT

SECTION 1.0 TERM OF EMPLOYMENT

Section 1.01 Term: The Board of Directors of YECA (hereinafter referred to as “BOARD”) hereby affirms that HUMPHREY shall continue in her role as its Executive Director for a period of two (2) years, commencing on 9 January 2026 and ending on 8 January 2028, and HUMPHREY is amenable to continuing in this role.

Section 1.02 Option to Extend Agreement:

- A. If HUMPHREY complies with all of the terms and conditions of this Agreement, then and in such event, YECA may elect, on or before 8 January 2028, to further extend the term of this Agreement for an additional one (1) year period, subject to the parties negotiating prior to 15 November 2027 the terms and conditions of employment mutually agreeable to both parties and executing any amendment to this Agreement that may be necessary.

- B. In the event that either (1) party fails to elect to exercise this option by 15 November 2027, or (2) the parties fail to negotiate the terms of the contract by 8 January 2028, then this Agreement shall continue or terminate as provided for in Section 1.03 of this Agreement.

Section 1.03 Expiration of Initial Term: In the event that the parties to this Agreement do not enter into an extension as referred to in Section 1.02 on or before 8 January 2028, this Agreement shall be automatically renewed and extended on the same terms and conditions as then in effect on an annual basis unless either YECA or HUMPHREY gives written notice to the other party by 15 November 2027 that it is the expressed intention of that party that the Agreement terminate on the expiration date.

Section 1.04 At-Will Executive Director: HUMPHREY understands and agrees the Executive Director serves at the pleasure of the BOARD and may be terminated at the will of the BOARD, subject to the provisions set forth in Section 5.02 of this Agreement. In like manner, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of HUMPHREY to resign at any time from the position of Executive Director, subject only to the provisions set forth in Section 5.02 of this Agreement.

SECTION 2.0 DUTIES AND OBLIGATIONS OF EXECUTIVE DIRECTOR

Section 2.01 Duties

- A. The BOARD hereby agrees to employ HUMPHREY as the Executive Director of YECA to perform the functions and duties as specified in the Job Description for the position of Executive Director, marked Exhibit "A", attached hereto and made a part herein by this reference, and to perform such other legally permissible and proper duties and functions as the BOARD shall, from time to time, assign to HUMPHREY, which are reasonably related to the position of Executive Director.
- B. HUMPHREY shall report to and be responsible to the BOARD. HUMPHREY will be responsible and will have full authority for the management of YECA, subject to and in accordance with the policies and direction set by the BOARD. The BOARD retains the right to alter (in writing) the specific duties of Executive Director; however, the duties will at all times be consistent with the position of an Executive Director of an emergency communications agency.

Section 2.02 Devotion to Duties: HUMPHREY will faithfully perform the duties assigned to Executive Director to the best of her ability during the term of this Agreement; provided, and will abide by state laws and the agency's conflict of interest code in performance of her duties.

Section 2.03 Relationship with BOARD: HUMPHREY shall perform said duties, subject to the directives of the BOARD. HUMPHREY and the BOARD will engage in a complete and frank exchange of views and HUMPHREY shall be consulted on policy decisions. HUMPHREY is obligated to present the Executive Director's views to the BOARD upon request in a timely, clear, and precise manner. HUMPHREY shall be responsible for the execution of policy and for carrying out other directives of the BOARD.

Section 2.04 Performance Evaluation Procedure: The BOARD shall review and evaluate the performance of HUMPHREY on an annual basis (within forty-five (45) days of the Executive Director's initial hiring anniversary). Said review and evaluation shall be in accordance with specific criteria developed by the BOARD with input from HUMPHREY. HUMPHREY, in consultation and with the approval of the BOARD, shall establish performance goals and objectives for each upcoming year. The criteria for the Executive Director's annual evaluation shall include consideration of HUMPHREY's performance in accordance with Executive Director's stated performance goals and objectives during the immediately preceding twelve-month period. The evaluation shall be performed by the BOARD and include a review process which allows HUMPHREY to comment verbally and/or in writing.

SECTION 3.0 COMPENSATION OF THE EXECUTIVE DIRECTOR

Section 3.01 Annual Base Salary: The BOARD agrees to pay HUMPHREY for services rendered by the Executive Director pursuant to this Agreement an annual base salary of \$204,859.20, step 6, of the Executive Director's Salary Schedule commencing on the 9th of January 2026, calculated as an annual amount payable in equal installments at the same time and in the same manner as other employees of YECA are paid. General COLA increases apply in accordance with the Managers Unit.

Section 3.02 Modification of Annual Base Salary: The BOARD, in its sole and absolute discretion, may increase the annual base salary of the Executive Director by following the Performance Evaluation Procedure of Section 2.04. Any modification made to the

Executive Director's salary shall be in the form of a written amendment to this Agreement.

SECTION 4.0 EXECUTIVE DIRECTOR BENEFITS

Section 4.01 Generally: Except as otherwise provided in this Section 4.0 or as noted in Exhibit 'B', Executive Director shall be entitled to receive all benefits provided by YECA to its management employees of equal or greater tenure, as described in Exhibit 'B' and as amended by the Board from time to time, including but not limited to, retirement benefits, health, dental and vision coverage, sick leave, and holidays, and shall be similarly compensated as provided by law for any unused accruals at termination of employment.

Section 4.02 Vacation:

A. Employee shall be entitled to receive (6.47) hours of paid vacation per bi-weekly pay period. Executive Director may receive an equivalent cash payment for 80 vacation hours of excess vacation per fiscal year as annually authorized by the YECA Board.

B. Executive Director may accrue a maximum of 280 hours of vacation.

Section 4.03 Professional Dues and Subscriptions: The BOARD agrees to pay for professional dues and subscriptions of the Executive Director necessary for HUMPHREY'S continuation and full participation in national and state PSAP Communications associations, subject to the prior review and approval thereof by the BOARD.

Section 4.04 Expenses: HUMPHREY shall be entitled to reimbursement for all actual expenses incurred by the performance of the duties of the Executive Director upon presentation of receipts indicating the amount and purpose thereof, and further provided that such expenses are in accordance with policies established from time to time by the BOARD and consistent with budget allocation adopted by the BOARD for that purpose during the employment term. Any such expenses of the Executive Director, not in the normal course of business or not set forth and approved in YECA's annual budget, shall be approved by the BOARD.

Section 4.05 Industry Organization:

A. The BOARD hereby agrees to pay in accordance with YECA's Travel Policy, travel and subsistence expenses of Executive Director for official travel, meetings, and occasions to adequately pursue necessary official and other

functions for YECA including, but not limited to, such national, regional, state and local government groups and committees which Executive Director serves as a member, provided the BOARD has made provisions for such costs in the annual budget.

- B. The BOARD also agrees to pay tuition, travel and subsistence expenses of the Executive Director for short courses, institutes and seminars that are necessary for Executive Director's development in carrying out her duties and responsibilities and for the good of YECA, provided the BOARD has approved for these expenses in the annual budget.

Section 4.06 Modification of Executive Director Benefits: The BOARD, in its sole and absolute discretion, may increase the Executive Director's benefits at such times and to such extent as the BOARD may determine. The BOARD shall annually review with the Executive Director's his/her on-the-job performance and with a satisfactory performance, the BOARD may approve an increase in the Executive Director's benefits. In exercising its discretion, the BOARD shall act fairly and in good faith with AGENCY MANAGER. Any modification made to AGENCY MANAGER's benefits shall be in the form of a written addendum to this Agreement.

SECTION 5.0. RESIGNATION AND TERMINATION

Section 5.01 Resignation: In the event Executive Director's voluntarily and without the official request of the BOARD resigns the position of the Executive Director before the expiration of the Agreement, the Executive Director shall give written notice to the BOARD at least thirty (30) calendar days in advance of the final date of employment, unless the parties otherwise agree. Such resignation shall not be deemed to be a "termination" within the meaning and context of the severance benefit provision of Section 5.02, and severance benefits shall not apply.

Section 5.02 Early Termination of Agreement:

A. Termination for Cause:

1. The BOARD may terminate this Agreement, and any extension thereof, at any time for cause. The term "cause", as used in this Agreement, shall include but not be limited to, any of the following:

- a. Substantial neglect by the Executive Director of her duties, obligations, and responsibilities;
 - b. Executive Director's willful disobedience of orders and/or directives of the BOARD;
 - c. Probable cause that Executive Director has committed a felony;
 - d. Executive Director being under the influence of alcohol or drugs during regular working hours, or otherwise while performing his/her duties;
 - e. A material violation by Executive Director of any of the terms or conditions of this Agreement or any extension thereof;
 - f. Any other cause which would amount to a material breach of the terms of this Agreement, or any extension thereof, or would constitute a ground for dismissal under YECA's Administrative Policies and Procedures as those policies now exist or are hereafter amended.
2. If the BOARD exercises its authority under this paragraph A of Section 5.02 to terminate the employment of the Executive Director for cause, that employment shall terminate on the effective date of the termination as specified by the BOARD. Once a final decision by the BOARD has been made to terminate the employment of the Executive Director, and notwithstanding the provision of paragraph C of Section 5.02 below, Executive Director shall be entitled to no further compensation beyond the effective date as established by the BOARD. Executive Director shall not be entitled to the severance pay benefits described in paragraph C of Section 5.02. Prior to making this final determination, the BOARD shall first provide written notice to the Executive Director of the BOARD's intent to consider the possible termination of this Agreement, or any extension thereof, and the BOARD shall provide the Executive Director an opportunity to meet with the BOARD in closed session (if permitted by law) or in open session for the purpose of permitting the Executive Director to provide input to the BOARD prior to the BOARD making its final determination. The BOARD shall then make its final decision and provide notice of it to the Executive Director.
 3. The parties understand and agree that the authority to terminate this Agreement pursuant to this paragraph A of Section 5.02 is in addition to

the BOARD's authority to terminate in accordance with paragraph B of Section 5.02 below. The BOARD reserves the authority to terminate for "cause" pursuant to paragraph A of Section 5.02.

B. Termination for Convenience: Notwithstanding the provisions of paragraph A of Section 5.02 above, this Agreement, and any extension thereof, may be terminated at any time for any reason, without "cause", by the BOARD, with at least ten (10) calendar days prior written notice to the Executive Director of such intent.

C. Severance Benefits:

1. If the Executive Director is removed from the position by the YECA Board at its sole discretion and this Agreement, or any extension thereof, is terminated pursuant to paragraph B of Section 5.02, YECA shall pay to the Executive Director a sum equal to four (4) months' salary, as determined by the Executive Director's current salary rate at the effective date of termination. The parties agree that the payment of said amount shall constitute the only cash settlement to which the Executive Director will be entitled as a result of the termination of this Agreement, or any extension thereof, and the Executive Director shall be entitled to no further compensation whatsoever from YECA as a result of the termination of this Agreement, or any extension thereof.
2. Notwithstanding subparagraph 1 above, if there are less than four (4) months remaining on the current term of employment as of the effective date of termination, the amount of compensation to be paid the Executive Director shall be equal to his/her salary for the remainder of the term of employment. The parties agree that the payment provided for by this paragraph C of Section 5.02 shall satisfy any and all claims, rights, and causes of action of the Executive Director in any way arising out of his employment and/or the terms of this Agreement or any extension thereof.

SECTION 6.0. MISCELLANEOUS PROVISIONS

Section 6.01 Notices: All notices under this Agreement shall be in writing and shall be deemed effective either upon personal delivery or, if sent by registered or certified mail, return receipt requested, addressed to the address of the party to whom such notice is to be given as follows:

- A. To the Executive Director, at her residence address as from time to time is maintained in the official records of YECA.

B. To YECA, addressed to the Chairperson of the Board, Board of Director's, PO BOX 8508, Woodland, CA, 95766.

Notice shall be deemed served forty-eight (48) hours after deposit in the United States mail.

Section 6.02 Indemnification: To the extent permitted by law, YECA shall defend, save harmless and indemnify Executive Director against any and all claims, costs, liabilities, damages or demands or other legal action, whether groundless or otherwise, arising out of or connected with any alleged act or omission occurring within the course and scope of the HUMPHREY's employment as Executive Director, for that period of time commencing the 9th of January 2026 and continuing until the Executive Director leaves the employment of YECA. YECA will compromise and settle any such claims or suit and pay the amount of any settlement or judgment rendered thereon.

Section 6.03 Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force and effect.

Section 6.04 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 6.05 Attorneys' Fees: Should any litigation be commenced between the parties concerning the rights and duties of either party in relation to this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to recover such reasonable attorneys' fees and court costs as are awarded by the court.

Section 6.06 Waiver of Breach: The waiver by BOARD and the Executive Director of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by any of the parties hereto.

Section 6.07 Public Records Act: Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

Section 6.08 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of HUMPHREY, and contains all of the covenants and agreements

between the parties with respect to such employment in any matter whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement will be effective unless it is in writing, signed and dated by the parties to be charged. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

EXECUTIVE DIRECTOR

YOLO EMERGENCY COMMUNICATIONS AGENCY

Date:


Date:

By _____

By _____

Steve Binns, Chair, Board of Directors

APPROVED AS TO FORM:



Phil Pogledich, County Counsel
Counsel to Yolo Emergency Communications Agency



Exhibit: A

Position: Executive Director	Position Number:
Department: YECA	FSLA: Exempt
Reports to: JPA Board	Salary Grade:

Definition

To plan, organize, direct and review the overall activities and operations of YECA 911; to advise and assist the JPA Board of Directors; to represent the YECA's goals and interests locally, regionally, and at State and Federal levels; to coordinate activities with outside agencies and the community; and to provide highly responsible and complex assistance to the JPA Board of Directors.

Distinguishing Characteristics

This is a single-position chief executive classification. The Executive Director's duties are administrative/managerial and highly complex in nature, involving highly technical functions. The incumbent is responsible for representing the Board's policies and programs with employees, community organizations and the general public.

Supervision Received and Exercised

Receives policy direction from the JPA Board of Directors. Exercises direct supervision over assigned management, professional, technical and administrative support staff.

Examples of Essential Duties and Responsibilities (Illustrative Only):

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Coordinate YECA activities between departments and with outside agencies and organizations; make appropriate decisions or recommendations for Board of Directors consideration and adoption; provide assistance and advice to the Board of Directors; prepare and present staff reports and other necessary correspondence.
- Direct, oversee and participate in the development of agency-wide work plans; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
- Direct the development and administration of YECA's budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.
- Prepare and submit to the Board of Directors annual reports of financial, administrative, and operational activities; keep the Board of Directors advised of financial conditions, program progress, regulatory issues, and the present and future needs of YECA.

- Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of YECA.
- Monitor and provide direction, as needed, for media and public relations; ensure YECA's interests are represented with customers, stakeholders, governmental agencies, the financial community and the public.
- Coordinates with legal counsel and outside counsel on legal issues affecting YECA.
- Represent YECA to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.
- Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.
- Research and prepare technical and administrative reports; prepare written correspondence.
- Represent YECA with dignity, integrity, and the spirit of cooperation in all relations with staff and the public.
- Foster an environment that embraces integrity, service, inclusion and collaboration.
- Be an integral team player, which involves flexibility, cooperation, and communication.
- Build and maintain positive working relationships with co-workers, other YECA employees and the public using principles of good customer service.
- Perform related duties as assigned.

Job Related and Essential Qualifications

Knowledge of:

- Principles and practices of modern and highly complex public administration, departments, organization, and services.
- Principles and practices of effective public relations and interrelationships with community groups, local, regional, State and Federal agencies, and the public.
- Policy, regulatory, and compliance issues affecting the JPA.
- Principles and practices of policy development and implementation.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Organizational and management practices as applied to the analysis and evaluation of programs
- Pertinent local, State and Federal rules, regulations and laws.
- Principles and practices of budget preparation and administration.
- Principles and practices of supervision, training and personnel management.
- Modern office practices, methods, and computer equipment including relevant software programs.
- Oral and written communication skills; business English including vocabulary, spelling, and correct grammatical usage and punctuation.
- Safe work practices.
- Principles and practices of excellent customer service.

Ability to:

- Plan, direct and control the administration and operations of YECA.
- On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve agency related issues; remember various personnel rules; and explain and interpret policy.
- On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.
- Develop and implement YECA policies and procedures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Serve effectively as the administrative agent of the JPA Board of Directors.
- Gain cooperation through discussion and persuasion.
- Interpret and apply Agency and department policies, procedures, rules and regulations.
- Supervise, train and evaluate personnel.
- Read, write and comprehend the English language at a level necessary for effective job performance exercising correct English usage, vocabulary, spelling, grammar and punctuation.
- Communicate effectively, tactfully and positively in both oral and written form.
- Operate and use modern office equipment and technology, including computers and applicable software.
- Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.
- Utilize appropriate safety procedures and practices for assigned duties.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Contribute effectively to the accomplishments of YECA goals, objectives and activities.

Education and/or Experience

Any combination of education, experience, and training that would provide the best qualified candidates. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent of a Bachelor's degree from an accredited college or university with major coursework in Public Safety Administration, Business Administration, Public Administration or another field of study applicable to the responsibilities and requirements of this job class. Possession of a master's degree is desirable.

Experience:

Eight years of progressively responsible experience in public administration including three years of administrative and management responsibility.

Working Conditions:

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Duties require work outside of normal business hours including evenings and weekends and travel.

EXHIBIT 'B'

Details for YECA Executive Director Package

Medical/Dental/Vision Benefits Package:

1. The Medical Benefits Package allotment is based upon a fiscal year and shall include all YECA contribution toward Health and Welfare benefits.
2. The amount of the Medical/Dental/Vision Benefit Package is paid monthly at the amount provided for Managers.
3. If the employee is placed on leave of absence without pay (LWOP) for a full pay period or more, the benefit package will be prorated for the year.
4. All management employees shall be required to have medical insurance coverage. Employees must show proof of equivalent medical coverage if a YECA sponsored health plan is not chosen.

The dental and vision plan is mandatory for all management employees regardless of their enrollment status in a medical plan. Additionally, dental and vision coverage for the employee's spouse and dependents is made available. The benefits package will be used to pay the cost of the coverage.

5. IRS 125 Plan. Benefits will be received as a salary item for the employee's payroll. Any premiums paid for health and dental coverage will be in accordance to the Internal Revenue Code Section 125 Plan. Any remaining dollar benefits will be received as taxable income.

Employee Assistance Program:

YECA participates in the Employee Assistance Program at no cost to the employee.

Vacation:

Employee shall accrue vacation, as outlined in 4.02 of this agreement at a rate of 6.47 hours per pay period (168.22 hours annually).

Sick Leave:

Management personnel shall accrue sick leave at the rate of 3.69 hours per pay period (96 hours annually).

Administrative Leave:

Management personnel shall receive 80 hours of Administrative Leave per fiscal year at the beginning of each July 1st, of the new year.

In the event a management employee terminates employment, the employee will not be required to pay back any portion of Administrative Leave previously taken, nor will the Agency pay any remaining Administrative Leave on the "books" at termination of employment.

Holidays:

Management personnel shall receive Holiday and Floating Holidays, as outlined in YECA Administrative Policies and Procedures.

Vacation Buy Back:

Any management employee accruing vacation at the rate of 15 working days or more per year may receive an equivalent cash payment for 80 vacation days per fiscal year as annually authorized by the YECA Board.

Life Insurance:

The Agency will provide for group life insurance equal to \$100,000, at the employer's expense.

Retirement:

The Agency contracts with CalPERS Public Employees' Retirement System to provide the following options: 2% @55, single highest year compensation formula and unused sick leave conversion at retirement. Employee's contribution of PERS, shall be responsibility of the employee with costs are approximately 7%. The Employer shall continue to pay the full employer's share.

The Agency Participates in the Public Employees' Medical and Hospital Care Act. The Agency will pay a pre-determined contribution per/month toward health insurance coverage (Resolution No. 89-006) for any management employee, who retires on or after July 1, 1982.

401(a) Money Purchase Plan:

By fiscal year and prorated for partial year the Agency contributes 6% of employee's base pay to a 401(a) Money Purchase Plan, not to exceed the maximum allowed by law.

Cell Phone Requirement:

Employee is required to own a cell phone for immediate contact. The EMPLOYER shall provide a monthly taxable allowance to offset the cost of the device and service plan.

Executive Director						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Hrly	\$77.17	\$81.03	\$85.08	\$89.34	\$93.80	\$98.49
Monthly	\$13,376.13	\$14,045.20	\$14,747.20	\$15,485.60	\$16,258.67	\$17,071.60
Yrly	\$160,513.60	\$168,542.40	\$176,966.40	\$185,827.20	\$195,104.00	\$204,859.20