



WEST VALLEY WATER DISTRICT  
855 W. BASE LINE ROAD, RIALTO, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849

**REVISED AGENDA**

**Attachment for Item #3 miscompiled and is now correct**

**Item #4 Staff report is revised**

**REGULAR BOARD MEETING**

**THURSDAY, DECEMBER 21, 2023**  
**CLOSED SESSION - 6:00 P.M. • OPEN SESSION – 6:30 P.M.**

**BOARD OF DIRECTORS**

Gregory Young, President  
Daniel Jenkins, Vice President  
Angela Garcia, Director  
Kelvin Moore, Director  
Channing Hawkins, Director

---

"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

---

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to [administration@wvwd.org](mailto:administration@wvwd.org).

If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).

## OPENING CEREMONIES

Call to Order  
Roll Call of Board Members  
Approval of Any Board Member Requests for Remote Participation  
Pledge of Allegiance  
Opening Prayer  
Public Participation on closed session matters

## CLOSED SESSION

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Government Code Section 54957  
Title: General Manager
- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Paragraph (1) of subdivision (d) of Government Code Section 54956.9  
Name of case: Farooqi v. West Valley Water District et al.; Case Number CIV SB 2323207  
Report out of Closed Session

## ADOPT AGENDA

## PUBLIC PARTICIPATION

*Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.*

***Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.***

## PRESENTATIONS

None

## **CONSENT CALENDAR**

*All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.*

### **Consideration of:**

1. Meeting minutes for November 16, 2023 Board Meeting.

## **BUSINESS MATTERS**

### **Consideration of:**

2. Consideration of finalist interviews for State and Federal Lobbyists.
3. Review and Ratification of The Employment Agreement for Employment of Assistant General Manager.
4. Approval of Cost of Living Adjustments for Designated At-Will Employees: General Manager, Chief Financial Officer, and Board Secretary.

## **REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).**

1. **Meeting Attendance Reports**
2. **Board Committee Reports**
3. **Board Members**
4. **General Manager**
5. **Legal Counsel**
  - Updates on current legal topics/best practice

## **UPCOMING MEETINGS**

- January 1, 2024 - Safety & Technology Committee Meeting at 6:00 p.m. - NEEDS TO BE RESCHEDULE
- January 2, 2024 - Policy Review & Oversight Committee Meeting at 6:00 p.m. - NEEDS TO BE RESCHEDULE
- January 8, 2023 - Human Resources Committee Meeting at 6:00 p.m.
- January 16, 2023 - Eng/Ops Committee Meeting at 6:00 p.m.

- January 18, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.
- January 22, 2023 - External Affairs Committee Meeting at 6:00 p.m.
- January 24, 2023 - Finance Committee Meeting at 6:00 p.m.

#### **UPCOMING COMMUNITY EVENTS**

- January 3 - Bloomington MAC (Ayala Park) 6 p.m.
- February 15 - Fontana State of the City (Water of Life Community Church)
- March 2 - City of Rialto State of the Women
- March 30 - Fontana Easter Egg-stravaganza (3 locations) 10 a.m. -12 p.m.

#### **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

- January 23, 2024 - CSDA Keeping up With the Brown Act (Webinar)
- January 24, 2024 - CSDA Board Member Best Practices (Virtual Workshop)
- February 4, 2024 - 2024 Special District Leadership Academy (San Luis Obispo)
- February 27 to February 29, 2024 ACWA DC Conference
- May 07 to May 09, 2024 ACWA Spring Conference, Sacramento

#### **ADJOURN**

#### **DECLARATION OF POSTING:**

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on December 14, 2023.**

*Elvia Dominguez*

---

**Elvia Dominguez, Board Secretary**

**Please Note:**

**Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at [www.wvwd.org](http://www.wvwd.org) subject to staff's ability to post the documents before the meeting.**

**Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.**



**MINUTES**  
**REGULAR BOARD MEETING**  
**of the**  
**WEST VALLEY WATER DISTRICT**  
**November 16, 2023**

**OPENING CEREMONIES**

Call to Order –

President Gregory Young called the Regular Board Meeting of the West Valley Water District to order at 6:05 p.m.

Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Angela Garcia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attended via Zoom
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Jeff Ferre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Robert Ramirez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Approval of Any Board Member Requests for Remote Participation - None.

Pledge of Allegiance - The Pledge of Allegiance was led by Vice President Daniel Jenkins.

Opening Prayer - The Opening prayer was led by Pastor Marlon Jackson.

**CLOSED SESSION**

Public Participation on closed session matters

WVWD

Minutes: 11/16/23

President Gregory Young inquired if anyone from the public would like to speak. The following members of the public spoke: Traci Brown, Albert H., and Dimitrius Glass. No further requests were received to speak via email, in-person, or on Zoom, therefore President Young closed the public comment period.

The Board entered into closed session at 6:11 p.m.

- **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9  
Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242
- **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9  
Case Name: William Krueger v. West Valley Water District, EEOC Complaint #480-2023-00700
- **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
Paragraph (1) of subdivision (d) of Government Code Section 54956.9  
Name of cases: Notices Of Proposed Class Action Settlement And Court Approval Hearings  
In re: Aqueous Film-Forming Foams Product Liability Litigation  
City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,  
No. 2:23-cv-03230-RMG  
City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG

Report out of Closed Session

General Counsel Jeff Ferre reported that Closed Session items were discussed, and no reportable action was taken.

**ADOPT AGENDA**

**1. MOTION TO ADOPT THE AGENDA**

Vice President Daniel Jenkins motioned to adopt the agenda and Director Kelvin Moore seconded the motion. The following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

**PUBLIC PARTICIPATION**

President Gregory Young inquired if anyone from the public would like to speak. Board Secretary Elvia Dominguez indicated no requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

WVWD

Minutes: 11/16/23



**PRESENTATIONS**

A presentation was given by Lutfi Kharuf of BBK. There was no further discussion.

**CONSENT CALENDAR**

1. Legal Invoice Payments to Best Best Kreiger, Ivie McNeil Wyatt, and Liebert Cassidy Whitmore  
Motion to approve Consent Calendar Item #1

Vice president Daniel Jenkins motioned to adopt consent calendar item #1 and Director Channing Hawkins seconded the motion. The following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Channing Hawkins, Director
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

**BUSINESS MATTERS**

2. Labor Agreement - Approve the Memorandum of Understanding (MOU) between the West Valley Water District and the International Union of Operating Engineers, (IUOE), Local 12 for the term of July 1, 2023 through June 30, 2026

Human Resources & Risk Manager Haydee Sainz gave the report.

Discussion included clarification that the reopener clause was to address the findings of the class and compensation study, and that it is expected to be concluded in April of 2024.

Vice President Daniel Jenkins motioned to approve staff recommendations and Kelvin Moore seconded the motion. The following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

3. Nonrepresented Salary Increases

Human Resources & Risk Manager Haydee Sainz gave the report.

There was no discussion.

Vice President Daniel Jenkins motioned to approve staff recommendations and Director Channing Hawkins seconded the motion. The following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Channing Hawkins, Director
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

**4. Public Outreach and Governmental Affairs Department Restructure**

Human Resources & Risk Management Manager Haydee Sainz gave the report.

After some discussion, staff was directed to return the item for further deliberation to the Human Resources Committee and External Affairs Committee.

Director Channing Hawkins motioned to table the item until it is heard in Human Resources and External Affairs Committees.

<b>RESULT:</b>	<b>TABLED [UNANIMOUS]</b>
<b>MOVER:</b>	Channing Hawkins, Director
<b>SECONDER:</b>	Daniel Jenkins, Vice President
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

**5. Provide direction on rescheduling December 7th Board meeting (Requested by Vice President Jenkins)**

This item was pulled for the agenda and not discussed.

**REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).**

**1. Meeting Attendance Reports**

Vice President Daniel Jenkins reported on his participation in the WELL internship.

Director Channing Hawkins reported on his participation in a speaker panel for the Apprenticeship Connection Summit at Mt. San Jacinto College; wished Director Moore a belated happy birthday; Thanked staff; and congratulated Linda Jadeski for being selected as Assistant General Manager.

President Gregory Young commented on his trip to Boston and his family lineage and its ties to the original settlers on the Mayflower and wished everyone a happy Thanksgiving.

**2. Board Committee Reports**

Vice President Daniel Jenkins reported on the Safety & Technology Committee Meeting.

**3. Board Members**

**4. General Manager**

WVWD

Minutes: 11/16/23

General Manager John Thiel gave a recruitment update; reported on a meeting he attended at Southern California Water Coalition; Employee of the month program; gave an update on the Staff Development Program; and gave an update on the presentation given by CPS to staff.

**5. Legal Counsel**

No update was given.

**ADJOURN**

The meeting was adjourned at 7:53 p.m.

**ATTEST:**

\_\_\_\_\_  
**Elvia Dominguez, Board Secretary**

Minutes were approved on \_\_\_\_\_ by the Board of Directors of the West Valley Water District.





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 21, 2023  
**TO:** Board of Directors  
**FROM:** Socorro Pantaleon, Gov't and Legislative Affairs Manager  
**SUBJECT:** CONSIDERATION OF FINALIST INTERVIEWS FOR STATE AND FEDERAL LOBBYISTS

---

**MEETING HISTORY:**

12/12/23 External Affairs Committee REFERRED TO BOARD

**BACKGROUND:**

West Valley Water District (WVWD) remains committed to engaging with legislators and key stakeholders on legislative advocacy and identifying funding opportunities. WVWD currently contracts with Federal Lobbyist (David Turch and Associates) and State Lobbyist (Tres Es Inc) to assist the district in advocating for the development of policies, legislation, and appropriations requests. Lobbying contracts are set to expire in March 2024 for federal services and May 2024 for state services. To better time the contracts and to ensure there is no lapse in coverage with the upcoming legislative season, staff recommended that a Request for Proposals (RFP) be released for both state and federal services in parallel. The RFP process provides transparency and accountability in vendor selection by adhering to a structured evaluation process that is fair, open, and well-documented.

The RFP proposal was released on October 23, 2023 and a total of 3 state lobbying firms and 5 federal firms submitted proposals. On December 4, 2023, interviews with all responding firms were conducted with an internal panel of WVWD executive management and an external panel of Government Affairs Managers that utilize lobbying services. The panels evaluated the candidates and determined the most suitable candidates for the District's advocacy needs and appropriations and grant funding goals.

This item was previously reviewed by the External Affairs Committee who recommended the top three finalists be interviewed by the full Board.

**DISCUSSION:**

The evaluation panels assessed each firm based on their expertise, experience, proposed strategies, and alignment with the District's goals. Listed alphabetically, the top scoring firms are listed below:

**State:** California Strategies, Townsend Public Affairs, Tres Es, Inc.

**Federal:** Carpi & Clay, David Turch and Associates, Townsend Public Affairs

Given the importance of this selection, and to further evaluate the top scoring firms with Board

participation, staff recommends conducting a special Board of Directors Workshop. This workshop will serve as an opportunity for the top three federal and state candidates to be interviewed by the Board. The purpose of the workshop is to allow board members to interact directly with the firm representatives, gain an understanding of their expertise, and evaluate their capability to meet our organization's advocacy, appropriations, and grant funding needs, and coordinate with staff to make a final selection.

**FISCAL IMPACT:**

Funds have previously been budgeted for the 2023/24 Fiscal Year.

**STAFF RECOMMENDATION:**

Staff recommends the Board discuss possible dates, schedule, and format for a Board Workshop to evaluate and select State and Federal Lobbyists.

Respectfully Submitted,

*Socorro Pantaleon*

---

Socorro Pantaleon, Gov't and Legislative Affairs  
Manager

SP



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 21, 2023  
**TO:** Board of Directors  
**FROM:** John Thiel, General Manager  
**SUBJECT:** REVIEW AND RATIFICATION OF THE EMPLOYMENT AGREEMENT  
 FOR EMPLOYMENT OF ASSISTANT GENERAL MANAGER

---

**BACKGROUND:**

The District recently advertised for the position of Assistant General Manager. At a recent Board meeting, General Manager John Thiel announced that Linda Jadeski has been selected for the position. Ms. Jadeski has reached an agreement with the District for employment in the at-will position of Assistant General Manager. Said agreement has been, or will soon be, executed by Ms. Jadeski and Mr. Thiel under his authority as the General Manager.

**DISCUSSION:**

A copy of the Assistant General Manager Agreement is enclosed. Said Agreement provides, among other things, for the following:

1. The District has offered, and Ms. Jadeski (“Employee”) has accepted, the position of Assistant General Manager.
2. The Employee will be serving at the will and pleasure of the General Manager.
3. The General Manager will evaluate the performance of the Employee and shall consider future adjustments to the Employee’s annual salary.

The Assistant General Manager does not report to the Board of Directors and the Board does not conduct a performance evaluation of the individual in that position. However, there has been a past practice of the Board reviewing and ratifying such agreements in order to stay updated on the terms of employment of senior staff and the selection process. Said review and ratification in no way constitutes the employment of the Assistant General Manager by the Board, nor does the Assistant General Manager report to the Board.

**FISCAL IMPACT:**

The position of Assistant General Manager is budgeted and as a result, will not have an adverse impact on the budget or fiscal position of the District.

**STAFF RECOMMENDATION:**

That the Board take action to review and ratify the employment of Linda Jadeski as the Assistant General Manager pursuant to the Employment Agreement enclosed with this Staff Report.

Respectfully Submitted,

*John Thiel*

---

John Thiel, General Manager

JF/jt

**ATTACHMENT(S):**

1. WVWD\_JADESKI\_ Final Assistant General Manager Agreement-12.14



**ASSISTANT GENERAL MANAGER AGREEMENT  
BETWEEN  
WEST VALLEY WATER DISTRICT  
AND  
LINDA JADESKI**

This ASSISTANT GENERAL MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 22<sup>th</sup> day of December 2023, and is made by and between the WEST VALLEY WATER DISTRICT (the “District”), a public agency in the State of California, and Linda Jadeski, an individual (“Employee”).

**RECITALS**

WHEREAS, the District is a county water district organized and operating pursuant to law found in Water Code Section 30000, *et seq.*; and

WHEREAS, the District desires to engage the services of an individual to serve in the position of Assistant General Manager; and

WHEREAS, Employee desires to accept employment in the position of Assistant General Manager of the District; and

WHEREAS, Employee represents and warrants that she has the skill and ability to serve in the position of Assistant General Manager and wishes to accept such employment on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, District and Employee hereby agree as follows:

**AGREEMENT**

1. EMPLOYMENT.

A. District hereby offers and the Employee hereby accepts the position of Assistant General Manager. Employee shall perform the duties and responsibilities of that position as specified Exhibit A to this Agreement and as otherwise imposed by law or industry standards, as well as such legally permissible further duties and functions as shall, from time to time, be assigned by the General Manager of the District . She shall do and perform all other services and acts necessary or advisable to manage and conduct the business of the District and as directed by the District’s General Manager .

B. Employee shall devote such time, interest, and effort to the performance of her duties as may be reasonably necessary to fulfill the above requirements. Employee agrees to perform such services to the best of her ability, in an efficient and competent manner consistent with the standards of the profession. Without limiting the generality of the foregoing, Employee understands and agrees that this position is an exempt, salaried, full-time position with regular

hours Monday through Thursday and weekend hours when required in the best interests of the District.

## 2. TERM AND RENEWAL.

A. This Agreement shall be effective as of December 22, 2023 (the “Effective Date”). Employee recognizes and agrees that her services in this position shall be at-will and will terminate in accordance with Section 3 of the Agreement.

## 3. TERMINATION AND SEVERANCE.

A. Employment At-Will. It is expressly understood that Employee, in her capacity as Assistant General Manager, is an employee serving “at will,” subject to the termination provisions pursuant to the terms of this Agreement. Employee agrees to observe and comply with the rules and regulations of the District as adopted by the Board of Directors respecting performance of her duties and to carry out and perform orders, directives, and policies of the District as they may be, from time to time, stated to her orally or in writing.

B. Termination for Cause. Employee may be removed for Cause. Cause for purposes of this Agreement shall only mean the following:

1. Acts in bad faith or gross misconduct to the detriment of the District or to the Employee’s reputation;
2. Refusal or failure to act in accordance with any legal requirement or specific direction or order of the General Manager;
3. Unsatisfactory performance (as documented, in writing, with specificity, through an evaluation process. Any allegation of unsatisfactory performance shall include a written description of the alleged performance deficiency as well as an opportunity for Employee to correct such alleged deficiency within a reasonable time period, as determined by the General Manager, which time period shall not be less than three months unless the General Manager determines that there is an urgent need for correction, in which case a shorter time period shall be provided.), misconduct, dishonesty, habitual neglect, or incompetence;
4. Involvement in crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the District (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting on the District; rather the General Manager must only have a good faith belief based on a good faith investigation);
5. Recklessly creates physical or emotional harm to any person;
6. Violation of District’s “Personnel Policies and Practices;” or
7. Breach of any material term of this Agreement.

Upon termination for cause, Employee shall not be entitled to any severance payment. Employee shall only be entitled to receive all compensation due and owing for time worked to date of termination including any accrued but unused time off as required by law.

C. Termination Without Cause. Employee serves at the will and pleasure of the General Manager . In the event the General Manager terminates Employee's employment without cause, Employee shall be entitled to a severance payment equal to three (3) months of her yearly salary at the rate in effect at the time of termination, as long as Employee executes a full release of all claims against the District including, but not limited to, a Civil Code section 1542 release.

D. Termination by Employee. Employee may terminate this Agreement upon written notice to the General Manager and one-month prior notice, unless the parties otherwise agree. The District shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the District pays the Employee all compensation due and owing through the last day actually worked. Thereafter, all the District's obligations under this Agreement shall cease.

#### 4. COMPENSATION AND REIMBURSEMENT.

A. Salary. The District agrees to pay Employee for services rendered pursuant hereto at an annual amount equal to Two Hundred and Twenty-Six Thousand Eight Hundred and Sixty-Six Dollars (\$226,866.00) ("Compensation"). All compensation and comparable payments to be paid to Employee, except as set forth herein, shall be less withholdings and taxes required by law.

B. Performance Evaluations. In or about December of each year, or as soon as practicable, the General Manager shall evaluate the performance of Employee and other relevant factors and shall consider making adjustments to Employee's annual salary as the General Manager may deem appropriate in their sole discretion. The General Manager shall meet with Employee regarding such evaluation and determination therein. It is understood that the District makes no commitment to revise Employee's salary at any time. If the General Manager does provide a salary increase, any agreed salary increase must be expressly memorialized in a subsequent written and executed Amendment to this Agreement. Any adjustments must be made in light of Employee's performance.

#### 5. BENEFITS.

In addition to the compensation and reimbursement set forth in Section 4 the Employee shall be entitled to the following benefits:

A. Vacation. Employee shall accrue vacation in the same manner as all other District employees consistent with the District's Personnel Policies and Practices.

B. Job-Related Expense Reimbursement. The District will pay the Employee's legitimate good faith business expenses incurred in connection with District business, as required under law or provided for other employees of the District and upon the same terms and

conditions as those which apply to other employees of the District.

C. Retirement Benefits. The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Employee may participate in such 457 and/or 401(a) Plans with her own funds, as she may determine. The District will contribute \$1 for every \$1 that Employee contributes up to a total of \$5,000 per fiscal year. Employee is also eligible for all other matching contributions the District offers as outlined in the District's "Personnel Policies and Practices."

D. District Vehicle. Employee will be permitted the use of a District vehicle while serving in the Assistant General Manager position subject to the provisions of the District's Personnel Policies and Practices.

E. Other Benefits. Except as otherwise provided herein, and once eligibility requirements have been met, the District agrees to provide the Employee with the same fringe benefits, including but not limited to medical, dental, and vision care plans, and all other benefits which the District, in its discretion as may be revised from time to time during the continuance of this Agreement, provides for other employees of the District and upon the same terms and conditions as those which apply to other employees of the District.

## 6. OUTSIDE EMPLOYMENT, CONDUCT, AND BEHAVIOR.

A. During the term of this Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the General Manager. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement and shall not require the prior written consent of the General Manager.

B. Employee shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with the position of Assistant General Manager or which give rise to the appearance of impropriety.

C. Employee covenants and agrees with the District that Employee will not, during the initial or extended term of this Agreement and thereafter directly or indirectly use, communicate, disclose, or disseminate to anyone (except to the extent reasonably necessary for Employee to perform Employee's duties hereunder, except as required by law, or except if generally available to the public otherwise than through use, communication, disclosure, or dissemination by Employee) any Confidential Information (as hereinafter defined) concerning the business or affairs of the District or of any of its affiliates or subsidiaries which Employee may have acquired in the course of or as incident to Employee's employment or prior dealings with the District or with any of its affiliates or subsidiaries.

D. "Confidential Information" shall mean (a) all knowledge, information, trade secret, process, procedure, and/or material concerning the District or its business

or the business of any of its affiliates or subsidiaries that shall become known to Employee as a consequence of Employee's relationship with the District , (b) all information that has been disclosed to the District by any third party under an agreement or circumstances requiring such information to be kept confidential, and (c) all knowledge, information, trade secret, process, procedure, and/or material concerning inventions that are owned by the District or assigned to the District ; provided that the Confidential Information shall not include knowledge, information, process, procedure, and/or material that is or becomes generally known or available to others in businesses engaged in by the District or to the public (other than through unauthorized disclosure). Confidential Information shall include without limitation (a) information of a technical nature, such as information regarding past, present, and future research, financial data, product information, marketing plans, computer programs (whether in source or object code form or other form and whether contained on program listings, magnetic tape, magnetic disks, CD ROMS or any other media), logic, flow charts, specifications, documentation and ideas relating to the activities of the District , (b) information of a business nature, such as information regarding past, present, and future client development, strategies, procurement specifications, costs and financial data, contracts, quotations, and names of actual and prospective clients or customers, and (c) all documents, drawings, reports, client lists, and other physical embodiments of all such information.

D. The District may set such other terms and conditions of employment as it may determine from time to time, in its sole discretion, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any federal, state, or local law. Employee shall also adhere to the District's Personnel Policies and Practices so long as not in conflict with the terms of this Agreement. Failure to do so shall constitute a material breach of this Agreement.

## 7. GENERAL PROVISIONS.

A. Integration. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. This Agreement wholly supersedes and replaces the terms of any prior agreements, and any rights contained in such agreements.

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

C. Waiver. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by either party to this Agreement, and either party shall be free to reinstate any such term or condition, with or without notice to the other.

D. Amendment. This Agreement may be amended from time to time, as mutually agreed by the parties in writing. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Employee and the District's General Manager.

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, but nothing herein shall be construed as an authorization or right of any party to assign his/its rights or obligations hereunder. Any assignment of the rights or obligations of Employee hereunder without the express written approval of District shall be void.

F. Partial Invalidity. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall not be affected, and shall remain in full force and effect.

G. Legal Consultation. Employee acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the WEST VALLEY WATER DISTRICT has caused this Agreement to be signed and duly executed by its General Manager, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT

By: \_\_\_\_\_  
JOHN THIEL  
General Manager, West Valley Water  
District

EMPLOYEE:

LINDA JADESKI

By: \_\_\_\_\_







**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** December 21, 2023  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources and Risk Manager  
**SUBJECT:** APPROVAL OF COST OF LIVING ADJUSTMENTS FOR DESIGNATED NON-REPRESENTED, AT-WILL EMPLOYEES: GENERAL MANAGER, ASSISTANT GENERAL MANAGER, CHIEF FINANCIAL OFFICER, AND BOARD SECRETARY

---

**BACKGROUND:**

At the November 16, 2023, Board meeting, the Board took action to approve and adopt a Labor Agreement with the IUOE which provides, among other things, for cost-of-living adjustments in certain percentages on July 1 of 2023, 2024, and 2025. At the same meeting, the Board approved and adopted cost-of-living adjustments for non-represented employees that are the same as those provided to represented employees through the Labor Agreement.

**DISCUSSION:**

In addition to represented IUOE employees, the District employs non-represented employees which includes certain management-level employees who have individual at-will employment agreements. Said positions include the General Manager, Assistant General Manager (“AGM”), Chief Financial Officer (“CFO”), and Board Secretary.

Staff discussed this matter with the Executive Committee on December 13, 2023. The members of the Committee recommended this item be brought to the Board for clarity and approval. In order to provide the at-will employees in the positions of the General Manager, AGM, CFO, and Board Secretary (“designated at-will employees”) with the same cost-of-living adjustments as those granted to represented and other non-represented employees, it is recommended that the Board consider the following salary terms for the designated at-will employees:

Effective the first full pay period following July 1, 2023, the designated at-will employees would receive a cost-of-living adjustment of 7% to the employee’s base salary. The AGM position will be excluded at this time since this position is just being filled.

Effective the first full pay period following July 1, 2024, the designated at-will employees would receive a cost-of-living adjustment of 4% to the employee’s base salary.

Effective the first full pay period following July 1, 2025, the designated at-will employees would receive a cost-of-living adjustment of 4% to the employee's base salary.

If the Board elects to take such action, then for the General Manager's adjustments only, Government Code Section 54953(c)(3) (the Brown Act) requires that the following report be made prior to approval: the cost-of-living adjustment for 2023 would result in a salary increase of \$20,301; the cost-of-living adjustment for 2024 would result in a salary increase of \$12,412; and the cost-of-living increase for 2025 would result in a salary increase of \$12,412.

**FISCAL IMPACT:**

The fiscal impact for the first year was already incorporated in the Resolution for non-represented employees. There is no additional fiscal impact. For years two and three the additional annual 4% cost-of-living adjustments will be addressed for all employees during the budget process.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the inclusion of the designated non-represented, at-will employees for the cost-of-living adjustments approved for the represented and other non-represented employees.

*Haydee Sainz*

---

Haydee Sainz, Human Resources & Risk Management Manager

HS