



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

**REGULAR BOARD MEETING
AGENDA**

Thursday, July 2, 2026, 6:00 PM

BOARD OF DIRECTORS

Kelvin Moore, President
Angela Garcia, Vice President
Estevan Bennett, Director
Daniel Jenkins, Director
Gregory Young, 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.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CLOSED SESSION

1. PUBLIC EMPLOYMENT

Government Code Section 54957

Title: Board Secretary

2. CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

Agency designated representatives: John Thiel, General Manager and Haydee Sainz, Human Resources & Risk Manager.

Unrepresented employee: Board Secretary.

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

None.

BUSINESS MATTERS

Consideration Of:

1. Approval of Employment Agreement – Board Secretary

PG. 5

REPORTS - LIMITED TO 5 MINUTES MAXIMUM

1. Board Committee Reports
2. Board Members
3. General Manager
4. Legal Counsel
5. Public Outreach Government Affairs
6. Board Secretary

UPCOMING MEETINGS

- July 6, 2026 - Safety and Technology Committee at 6:00 p.m.
- July 8, 2026 - Human Resources Committee at 6:00 p.m.
- July 9, 2026 - Policy Review and Oversight Committee at 6:00 p.m.
- July 13, 2026 - Finance Committee at 6:00 p.m.
- July 16, 2026 - Board of Directors Meeting at 6:00 p.m.
- July 23, 2026 - Engineering, Operations and Planning Committee at 6:00 p.m.
- July 27, 2026 - External Affairs Committee at 12:00 p.m.

UPCOMING COMMUNITY EVENTS

- June 19, 2026 - Juneteenth Jam - Rialto
- July 15, 2026 - Bloomington Backpack Giveaway and Resources Event

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- July 17, 2026 - ACWA Region 9, Water Policy & Advocacy
- August 14, 2026 - BIA Southern California Water Conference
- August 19 - 21, 2026 - Urban Water Institute 2026 Annual Conference
- August 24 - 27, 2026 - CSDA 2026 Annual Conference

ADJOURN

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 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 Acting Board Secretary, Kara Johnson, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Johnson 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.

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 June 26, 2026.

Paola Lara

Paola Lara, Executive Assistant II

Date Posted: June 26, 2026



STAFF REPORT

DATE: July 2, 2026
TO: Board of Directors
FROM: Haydee Sainz, Human Resources & Risk Manager
SUBJECT: Approval of Employment Agreement – Board Secretary

STRATEGIC GOAL:

Strategic Goal 2 - Be an Exemplary Employer; Objective 2A. Attract and Retain High Performing Employees and 2G. Promote a Professional Environment of Diversity, Equity, and Inclusion

BACKGROUND:

The Board of Directors makes appointments to Board-appointed positions. The appointment of the Board Secretary is subject to approval by the Board.

The duties of the Board Secretary are established by District policy. The Board Secretary proactively supports the Board of Directors and works collaboratively with other Board-appointed officers and District departments to help advance the Board's vision, while upholding the responsibilities and independence of the Board Secretary's Office.

The Board Secretary must demonstrate accuracy, attention to detail, timely communication, and responsiveness, ensuring that all work products are of the highest quality. The Board Secretary is responsible for providing clear, consistent communication and maintaining strict standards of accountability.

DISCUSSION:

Upon receiving notice of the Board Secretary's retirement, the Board of Directors retained the executive recruitment firm of Koff and Associates to conduct an extensive search for the District's next Board Secretary. Qualified applicants were evaluated for the position, and Brandon Yoshida was selected by the Board as the top candidate.

Brandon brings many years of public service experience, including 5 years specifically in the Board/Clerk profession. He most recently served with the Chino Basin Water Conservation District, where he held roles or assisted in Human Resources, Payroll, Administrative Services and the General Manager's office. Brandon has demonstrated strong leadership and a proven ability to advance innovative processes that enhance organizational transparency and community engagement. He earned his master's degree in Public Administration from California Baptist University, Riverside, and holds a Bachelor of Arts in Business Administration, Cum Laude from California Baptist University, Riverside.

Brandon Yoshida is scheduled to begin work on July 13, 2026.

Brandon will be an at-will employee serving at the pleasure of the Board of Directors. The proposed employment agreement for Mr. Yoshida includes an annual salary of \$132,766. He will receive standard management benefits consistent with the Summary of Benefits - Board Secretary.

FISCAL IMPACT:

There is no fiscal impact associated with this action. The position already exists and will be funded within the FY 2026/27 budget.

REQUESTED ACTION:

Staff recommends the Board of Directors:

1. Approve and adopt the Approval of Employment Agreement – Board Secretary

Attachments

[Employment Agreement for Board Secretary B. Yoshida 2026 .pdf](#)

**BOARD SECRETARY EMPLOYMENT AGREEMENT
BETWEEN
WEST VALLEY WATER DISTRICT
AND
BRANDON YOSHIDA**

This BOARD SECRETARY EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 13TH day of July 2026, and is made by and between the WEST VALLEY WATER DISTRICT (the “District”), a public agency in the State of California, and BRANDON YOSHIDA, 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 Board Secretary; and

WHEREAS, Employee desires to accept employment in the position of Board Secretary of the District; and

WHEREAS, Employee represents and warrants that he has the skill and ability to serve in the position of Board Secretary 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 Board Secretary. Employee shall perform the duties and responsibilities of that position as specified in 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 Board of Directors and the General Manager of the District. As further set forth in Exhibit A, Employee shall receive general supervision from the Board of Directors and occasional direction from the General Manager and shall provide highly responsible and complex administrative support to the Board of Directors and the Administration Department. He 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 and/or the Board of Directors.

B. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements. Employee shall report to

the General Manager and District's offices for work under the District's work schedules and at other times as may be necessary to discharge his duties, except when away on District business, or as otherwise excused such as vacations and holidays. 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 Friday and weekend hours when required in the best interests of the District.

2. TERM AND RENEWAL.

A. This Agreement shall be effective as of July 13, 2026 (the "Effective Date"). Employee recognizes and agrees that his 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 his capacity as Board Secretary, 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 his duties and to carry out and perform orders, directives, and policies of the District as they may be, from time to time, stated to him 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 Board of Directors and/or 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 Board of Directors and/or General Manager, which time period shall not be less than three months unless the General Manager and/or the Board of Directors determines that there is an urgent need for correction, in which case a shorter time period shall be provided. A shorter period of time may also be instituted in the event of 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 creating physical or emotional harm to any person;
6. Violation of District's "Personnel Policies and Practices;"
7. Damage to District property;
8. Violation of conflict of interest;
9. Acts of dishonesty;
10. Insubordination;
11. Misappropriation, embezzlement, intentional fraud;
12. Dereliction of duty, and any similar misconduct; or
13. 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 Board of Directors. In the event the Board of Directors terminates Employee's employment without cause, Employee shall be entitled to a severance payment equal to three (3) months of his yearly salary at the rate in effect at the time of termination, as long as Employee executes a full release and written waiver of all claims against the District including, but not limited to, a Civil Code section 1542 release. No benefits of any kind are to be included in any severance calculation. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement, or permanent disability of Employee.

1. In exchange for the severance pay set forth in subsection (3)(C) above, Employee expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.

2. The District shall be relieved of any obligation to pay severance if Employee fails to execute a waiver as described above or if Employee is terminated for cause as defined in subsection (3)(B) in carrying out the duties obligated under this Agreement or if Employee is convicted of any illegal act involving moral turpitude or personal gain.

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 shall compensate Employee for services rendered pursuant to this Agreement at an annual amount equal to **ONE HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED SIXTY SIX AND 00/100 (\$132,766.00)** (“Compensation”), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Employee hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future.

B. Performance Evaluations. In or about July of each year, or as soon as practicable, the Board of Directors and General Manager shall evaluate the performance of Employee and other relevant factors and shall consider making adjustments to Employee’s annual salary as the Board of Directors may deem appropriate in the sole discretion of the Board of Directors. The Board of Directors and 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 Board of Directors 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.

C. Exempt Status. As an exempt managerial employee, under no circumstances will Employee be entitled to any overtime pay, regardless of the numbers of hours he may work in any work week.

D. Cost of Living. Employee shall be eligible to receive cost of living adjustments (“COLA”) conferred by resolutions, adopted by the District’s Board of Directors, that are applicable to any District employee not represented by a collective bargaining unit. Employee’s entitlement to a COLA shall be governed by such resolutions adopted by the District’s Board of Directors, and this paragraph will not be construed to confer any right for Employee to receive a COLA except by virtue of resolutions adopted by the District’s Board of Directors.

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 his own funds, as he may determine. The District will contribute \$1 for every \$1 that Employee contributes up to a total of \$5,000 per fiscal year to a 401(a) plan. Employee is also eligible for all other matching contributions the District offers as outlined in the District's "Personnel Policies and Practices."

D. 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, as set forth Exhibit "A" titled "Summary of Benefits – Board Secretary".

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 Board Secretary, 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.

- i. "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 and construed in accordance with 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 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 he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the WEST VALLEY WATER DISTRICT has caused this Agreement to be signed and duly executed by its General Manager, and BRANDON YOSHIDA 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:

BRANDON YOSHIDA

By: _____