

AMENDMENT TO 2018-2022 GENERAL MANAGER EMPLOYMENT AGREEMENT

The following Amendment to the 2018-2022 General Manager's Employment Agreement is hereby entered into between Lisa Malek-Zadeh ("General Manager" or "Employee") and the West County Wastewater District ("District"):

WHEREAS, General Manager currently has an Employment Agreement with the District that commences on December 1, 2018, and ends on June 30, 2022 ("Agreement");

WHEREAS, General Manger and the District have agreed to modifications of certain portions of sections 4 (Compensation and Benefits), 5 (Vehicle), and 7 (Vacation) of the Agreement;

WHEREAS, General Manager and the District understand and agree that this Amendment does not modify or amend any other portion of the Agreement other than the amendments set forth below;

NOW, THEREFORE, General Manager and the District agree to the following Amendments to the Agreement:

4. Compensation and Benefits.

a. Salary.

(i) **Base Salary.** Employee's base annual salary as of July 1, 2020, shall be \$278,000.00. All future annual salary adjustments after July 1, 2020, shall be subject to a cost of living adjustment of 2%. If the Consumer Price Index for the San Francisco Area that includes Contra Costa County exceeds 2% in any year, Employee and Employer shall, in good faith and subject to the Board finding Employee provided satisfactory performance, negotiate a higher annual salary adjustment up to a maximum of 5%.

Said salary shall be payable in twenty-six (26) equal biweekly (every other week) installments. Each such payment shall be made at the same time that other District employees receive their regular paychecks. Employee shall not be entitled to receive payment or credit for, and Employer shall not pay or credit Employee for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Employer or Employee may at any time request a re-opener of this provision to review and discuss Employee's salary and/or benefits.

(ii) **Performance Pay.** Solely for the District's 2020 fiscal year, either in conjunction with the completion of Employee's performance evaluation or as closely as reasonably possible to June 30th, whichever is earlier, in addition to base pay, if the District's Board of Directors, in its sole discretion, concludes that Employee performed exemplary service as General Manager, the District may award Employee a performance-based bonus of not more than 10% of Employee's fiscal year 2020 base salary. In exercising its discretion pursuant to this paragraph, Employer shall consider the goals and performance measures established pursuant to paragraph 25 of this Agreement and such other performance measures as the Board may deem relevant to its determination.

This Performance Pay clause shall only apply to the 2020 fiscal year, which ended June 30, 2020, and will no longer be in effect thereafter.

All other portions of section 4 (Compensation and Benefits) not identified herein remain the same.

5. Vehicle.

Effective October 1, 2020, in lieu of Employer providing Employee with a District vehicle, Employer shall provide Employee with a monthly vehicle allowance in the amount of \$500, subject to all applicable withholdings and deductions. Employee shall be responsible for the maintenance and operation of vehicle and the costs associated with the same, including, without limitation, insurance and mileage. Employee acknowledges and agrees that the \$500 monthly vehicle allowance covers all expenses, including mileage reimbursements, associated with the use of Employee's personal vehicle for District business.

7. Vacation.

Effective July 30, 2020, twice per calendar year, Employee has the option to sell back to the District up to 80 hours of accumulated vacation leave. To qualify, Employee must maintain a minimum of 64 hours of accrued vacation leave at the time of the request and submit the form to payroll during the month of May and/or November. Qualified requests will be paid out on the next available payroll process.



Lisa Malek-Zadeh
General Manager


_____ Dated

WEST COUNTY WASTEWATER DISTRICT


[David Alvarado \(Jun 23, 2021 20:28 PDT\)](#)

David Alvarado
President

_____ Dated


[Cheryl Sudduth \(Jun 25, 2021 18:39 PDT\)](#)

Cheryl Sudduth
Vice-President

_____ Dated