

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 21-

**APPOINTING JUAN CARLOS ORELLANA AS THE DISTRICT COUNSEL, A BOARD
APPOINTED OFFICER OF THE SANTA CLARA VALLEY WATER DISTRICT, AND
APPROVING EMPLOYMENT AGREEMENT**

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District (Valley Water) as follows:

1. Prior resolutions of the Board, to the extent that they may conflict with the provisions hereof, are hereby superseded and rescinded. This Resolution shall be effective April 27, 2021.
2. The salaries, wages, compensation, and expenses provided herein shall be in full for all official services performed unless expressly otherwise provided and shall be paid on the basis of the biweekly pay period plan. Compensation shall be payable on or before the seventh (7th) calendar day after conclusion of each biweekly pay period for services rendered during the preceding biweekly pay period. All officials and employees of Valley Water shall charge, collect, and pay all fees required by law to be charged, collected, and paid into the proper fund of Valley Water and no officer or employee of Valley Water shall be compensated by fees.
3. Following an open and competitive recruitment process, the Board of Directors made an offer to Juan Carlos Orellana to be Valley Water's new District Counsel, subject to negotiation of the terms and conditions of his employment.
4. An employment agreement describing said terms and conditions has been prepared and presented to this Board for consideration.
5. Juan Carlos Orellana is hereby appointed District Counsel for the Santa Clara Valley Water District, an at-will position, effective June 1, 2021.
6. Mr. Orellana's employment as District Counsel is subject to the provisions of the attached Employment Agreement (Exhibit A), which is hereby approved. The Chair of the Board is authorized to execute this Agreement.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on April 27, 2021:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

TONY ESTREMER
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

EXHIBIT A COVERSHEET

EMPLOYMENT AGREEMENT

No. of Pages: 9

Exhibit Attachments: Attachment 1: Employment Agreement & Benefits Summary

**EMPLOYMENT AGREEMENT BETWEEN
SANTA CLARA VALLEY WATER DISTRICT
AND JUAN CARLOS ORELLANA**

This Employment Agreement (Agreement) is between the Santa Clara Valley Water District, a California special district (Valley Water), and Juan Carlos Orellana, an individual (Employee), effective June 1, 2021 (Effective Date).

This Agreement is entered into on the basis of the following facts, among others:

- A. Valley Water, acting by and through its Board of Directors (Board), desires to employ Employee as Valley Water's District Counsel subject to the terms and conditions set forth in this Agreement.
- B. Employee desires to be employed by Valley Water as its District Counsel subject to the terms and conditions set forth in this Agreement.
- C. Valley Water and Employee desire to establish and maintain a constructive business relationship by ensuring clarity about specific terms and conditions relating to that relationship, including Employee's duties, compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, VALLEY WATER AND EMPLOYEE AGREE AS FOLLOWS:

1. Term.

This Agreement is in effect beginning on the Effective Date and shall remain in full force until terminated by Valley Water or Employee as provided in section 8 of this Agreement.

2. At Will Employment.

Employee understands that he has no constitutionally protected property or other interest in his employment as District Counsel. He understands and agrees that he works at the will and pleasure of the Board and that he may be terminated or asked to resign at any time, with or without cause, subject only to the provisions of this Agreement. There is no express or implied promise made to Employee for any form or term of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Valley Water and Employee.

3. Duties.

3.1 General duties. Employee will perform the duties of Valley Water's District Counsel as set forth in: (a) the job description approved by the Board; (b) the Board's Governance Policies; (c) direction of the Board approved by a majority of the Board at a lawfully held meeting; and (d) as otherwise provided by law, ordinances, resolution, or regulation. Employee will devote his full energy, skill, and ability to the performance of Employee's duties. Employee will perform his duties and exercise his powers consistent with due diligence, according to the highest professional standards and in compliance with all federal, state, and local laws, ordinances, and regulations which are applicable to or associated with the performance of such duties. Further, in carrying out these duties Employee will adhere to Valley Water Values, as set forth in the Board's Governance Policies, and to Valley Water's Administrative Policy AD-2.11 (Ethics and Business Conduct), as updated from time to time.

3.2 Outside employment/activities. Employee will not engage in any activity, whether or not for compensation, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties. Employee will not engage in any new business duties or pursuits or render any services of a business, commercial, or professional nature without the prior consent of the Board.

3.3 Notification of absences. Employee will inform the Board in advance of absences from Valley Water work of more than one day during normal Valley Water workdays.

4. Compensation.

Valley Water agrees to pay Employee an annual base salary of Three Hundred Thirteen Thousand Three Hundred Seventy-Two and 80/100 Dollars (\$313,372.80) per annum payable in installments in accordance with Valley Water's usual payroll schedule. Thereafter and subject to an annual evaluation of Employee's performance and salary, the Board may, by resolution approving an amendment to this Agreement, increase Employee's salary based on merit and/or market factors. Nothing in this provision requires the Board to use a set formula or to provide a merit or other salary increase following the annual evaluation, but the Board will act in good faith in determining whether a salary adjustment is warranted. The Board will determine the amount of any salary adjustment no later than October 1 each year and shall have discretion to make any adjustment retroactive to the immediately preceding July 1.

5. Benefits and Allowances.

Employee will be eligible for, and will receive, all regular benefits and leave allowances as generally provided to employees in Valley Water's unclassified service and as set forth in **Attachment A**, Unclassified Employee Benefits (effective April 1, 2021). With respect to the Deferred Compensation Plan benefit, Employee shall receive Eight Thousand and no/100 dollars (\$8,000.00) in annual matching contributions from Valley Water. Employee understands and agrees that Valley Water may periodically modify these Unclassified Employee Benefits.

6. Expenses of Employment/Membership in Organizations.

6.1 Job-related expenses. Valley Water agrees to reimburse Employee for actual and reasonable job-related expenses incurred in carrying out his duties as District Counsel, subject to reasonable budgetary restrictions. This includes membership in professional organizations associated with his profession and duties, attendance at meetings of such organizations, California State Bar membership fees, and expenses relating to mandatory continuing legal education. Employee understands and agrees that when he joins community or professional organizations in his role as District Counsel, he is viewed as representing Valley Water. Accordingly, Employee agrees to inform the Board about organizations he joins in his capacity as District Counsel.

6.2 Development opportunities. The Board and Employee agree that it is necessary and desirable for Employee to maintain current knowledge and skills appropriate to the leadership position of District Counsel, for the benefit of Valley Water. The Board therefore encourages Employee's participation in development opportunities for executive managers and agrees, to the extent Valley Water is financially able, to budget for and pay for travel and subsistence expenses of Employee for professional meetings, executive degrees, institutes and seminars that are necessary for his continued professional development and for the good of Valley Water. The parties anticipate that these professional development opportunities would involve up to 40 hours of Employee's work time each year, or as otherwise determined in Employee's work plan established by the Board.

7. Evaluation of District Counsel Performance.

The Board and Employee agree that regular communication about their mutual expectations and about Employee's performance is essential to a strong working relationship. Accordingly, the parties agree that a closed session evaluation of Employee's performance will be completed on at least a semiannual basis, no later than January 31 and July 31. The latter evaluation provides input for the salary review described in Section 4, Compensation, of this Agreement.

8. Termination/Severance.

8.1 Termination by Employee. Employee may terminate this Agreement at any time upon 60 days' written notice to the Board.

8.2 Termination by Board. Valley Water may terminate this Agreement at any time. Should Valley Water desire to terminate Employee's services, it may do so only by an affirmative majority vote of the Board made during a lawfully conducted closed session meeting and confirmed thereafter in a public meeting.

8.3 Severance pay. If Employee is involuntarily terminated by Valley Water while still willing and able to perform the duties of District Counsel, Valley Water agrees to pay Employee severance pay consisting of a sum of money equal to six (6) months of his then-current salary. Employee will have the option to receive the severance pay in one lump sum, or bi-weekly with Valley Water's regular payroll until the full amount is paid. Contemporaneously with the commencement and/or delivery of the severance pay set forth above, Employee agrees to execute and deliver to the Clerk of the Board a release releasing Valley Water and the Board of any and all claims that Employee may have or assert against them. Employee's receipt of the severance pay is contingent upon his provision of the executed release to the Clerk of the Board.

8.4 Termination for cause – impact on severance pay. Valley Water is not obligated to pay, and will not pay, severance benefits under paragraph 8.3 if Employee is terminated for cause because of any of the following: (a) Employee's conviction of a felony or conviction of a lesser crime involving acts or threats of physical violence, fraud, or theft; (b) Employee's commission of an act of material dishonesty to Valley Water in the performance of his duties; (c) Employee's intentional misappropriation of funds or property of Valley Water; (d) Employee's repeated and protracted unexcused absences from his office and duties; or (e) Employee's violation of a statute or law constituting misconduct in public office.

8.5 Joint public statement. In recognition of Employee's professional status, Employee and the Board will prepare a joint public statement to be made at the public meeting when termination of the employment relationship is confirmed.

8.6 Resignation. Employee may choose to resign his office instead of being terminated if a decision by the Board to terminate has been made in closed session. In such an event, the public announcement as provided for in paragraph 8.5 will state that Employee has resigned, and the provisions of paragraph 8.3 will remain applicable.

8.7 Severance pay and resignation. Except as provided in paragraph 8.6, if Employee resigns his employment with Valley Water or retires from service to Valley Water, he will not be entitled to any severance pay as provided for in paragraph 8.3.

9. ARBITRATION OF DISPUTES

9.1 Agreement to arbitrate. As a condition of Employee's employment with Valley Water, Valley Water and Employee agree, to the fullest extent permitted by law, to submit to mandatory binding

arbitration any dispute, claim or controversy arising out of or relating to Employee's employment with Valley Water.

9.2 Arbitrable Claims: The parties understand and agree that to the fullest extent permitted by law, and excluding claims under the California Fair Employment and Housing Act (FEHA) and California Labor Code, this Agreement applies to all claims (the "Arbitrable Claims") arising out of, related to or connected with Employee's employment with Valley Water, whether in contract, tort, law, equity or otherwise, and including, but by no means limited to, claims of discrimination, harassment, breach of contract (express or implied), breach of implied covenant of good faith and fair dealing, wrongful termination, misrepresentation, as well as claims based upon any federal, state or local ordinance, statute, regulation or constitutional provision, including, but not limited to, the Age Discrimination in Employment Act, 29 U.S.C.A. § 621 et seq., the Employee Retirement Income Security Act (ERISA), 29 U.S.C.A. § 1001 et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000e et seq., 42 U.S.C.A. § 1981. Arbitration shall be final and binding upon the parties. Arbitration shall be the exclusive method by which to resolve all Arbitrable Claims. As a further exception, this Agreement does not preclude the filing of workers' compensation claims, FEHA claims, Labor Code claims, OR unemployment benefits claims. **THE PARTIES WAIVE ANY RIGHTS THEY MAY HAVE TO A COURT OR JURY TRIAL IN REGARD TO ARBITRABLE CLAIMS.**

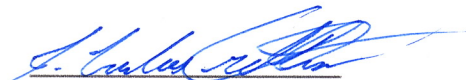
9.3 Administration of arbitration: The parties agree that the arbitration shall be conducted in Santa Clara County California by a neutral arbitrator from JAMS Mediation, Arbitration and ADR Services, who will administer any such arbitration(s) in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute, and to award such relief as would otherwise be permitted by law; and (b) issue a written decision including a statement of the award and the arbitrator's essential findings and conclusions on which the decision is based. The arbitrator shall have the power to award damages, remedies or relief that would be available in a court otherwise having jurisdiction of the matter, but no other damages, remedies or relief. Each party shall pay its own attorneys' fees and expenses, except that Valley Water shall pay the fees and expenses related to the arbitration that Employee would not generally be required to bear if Employee brought the same action in a court otherwise having jurisdiction. Nothing in this Agreement is intended to prevent either Employee or Valley Water from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

9.4 California Arbitration Act. Arbitration under this Agreement is governed by the California Arbitration Act (Code of Civil Procedure Sections 1280 et seq.). In the event of any conflict between the California Arbitration Act and the JAMS Comprehensive Arbitration Rules and Procedures, the provisions of the California Arbitration Act shall govern.

9.5 Entire Agreement. Entire Agreement Regarding Arbitration; Modification: This Agreement reflects the parties' full and final agreement regarding the manner in which they will resolve Arbitrable Claims. There are no other agreements between the parties regarding this subject. This Agreement supersedes any prior agreements, written or oral, regarding this subject.

9.6 Review of Arbitration Award. Court review of any arbitration award shall be limited in accordance with the California Arbitration Act.

9.7 Acknowledgment and Agreement. Employee understands and agrees to the provisions of this Section 9 (ARBITRATION OF DISPUTES)


Juan Carlos Orellana
Employee

10. General/Miscellaneous Provisions

10.1 Indemnification and defense. Valley Water's obligation to defend and indemnify Employee shall be governed by the provisions of the California Government Code and state law.

10.2 Notices. Notices given under this Agreement will be in writing and will be: (a) served personally; (b) Delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or (c) Sent by Federal Express, or an equivalent private mail delivery service. Notices will be deemed received at the earlier of actual receipt or 3 days following deposit with the U.S. Mail or private mail delivery service. Notices will be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this paragraph 10.2:

To Valley Water: Chair of the Board of Directors
 Santa Clara Valley Water District
 5750 Almaden Expressway
 San Jose, CA 95118

To Employee: Juan Carlos Orellana
 Santa Clara Valley Water District
 5750 Almaden Expressway
 San Jose, CA 95118
 AND to Employee's home address on file with Valley Water

10.3 Entire Agreement/Amendments. This Agreement reflects the complete understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations, and understandings of the parties. It may be amended at any time by mutual written agreement of the parties.

10.4 Severability. Should any provision, section, or subsection of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such ruling will not affect any other provision of the Agreement and the unaffected provisions will remain in full force and effect.

10.5 Effect of Waiver. The failure of either party to enforce against another a provision of this Agreement will not constitute a waiver of that party's right to enforce such provision at a later time and will not serve to vary the terms of this Agreement.

10.6 Employee's Independent Review. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and other effects of this Agreement; that he has had the opportunity to obtain legal or other review of the Agreement; and that in determining to enter into this Agreement he has not relied upon any representation of Valley Water, its officer, agents, or employees other than those expressly set forth in this Agreement.

10.7 Governing Law and Venue. The laws of the State of California will govern the interpretation, application, and enforcement of this Agreement.

10.8 Survivability. This Agreement shall be in full force and effect during the entire period of Employee's employment with Valley Water. This Agreement does not, however, extend or waive any statutes of limitations or other provisions of law that specify the time within which any claim must be brought. The provisions of sections 9 and 10.1 shall survive the termination of this agreement.

10.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one instrument.

The signatures of the parties below indicate that each has read and understood the Agreement and will abide by the terms stated herein.

EMPLOYEE

SANTA CLARA VALLEY WATER DISTRICT



Juan Carlos Orellana

Tony Estremera
Chair of the Board of Directors

DATED April 14, 2021

DATED: _____

ATTEST:

Michele King
Deputy Clerk of the Board

VALLEY WATER
Unclassified Employee Benefits
(Effective 4-1-2021)

BENEFIT	SUMMARY
Vacation	<ul style="list-style-type: none"> ➤ Newly hired employees receive 224 hours (28 days/year) of prorated vacation based on date of hire. The prorated amount is vested immediately for the remainder of the fiscal year and is available for use upon approval of the employee's Appointing Authority. Starting the following fiscal year, vacation shall accrue as set forth below for current employees. ➤ Beginning each fiscal year, current employees receive 224 hours (28 days/year) of vacation, which is vested immediately for the entire fiscal year, and may be accumulated up to 4 times entitlement. ➤ Employees may elect either a cash pay-off for up to 21 days (168 hours) or have all or a portion of the cash value transferred to the Deferred Compensation Plan once each year. Elections to cash out vacation must be made in the calendar year prior to the cash out.
Sick Leave	<p>Sick leave is accrued at the rate of 1 day per month (96 hours per year) with unlimited accumulation.</p> <ul style="list-style-type: none"> ▪ Upon resignation, with 10 or more years of service with Valley Water, up to 480 hours of accrued sick leave shall be paid at 25% of the equivalent cash value. ▪ Upon retirement (filed for CalPERS retirement), regardless of years of service with Valley Water, sick leave may be paid out as follows: <ul style="list-style-type: none"> ○ Sick leave balance <i>up to</i> 480 hours is paid out at 50% of the equivalent cash value. Any remaining balance above 480 hours may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out. ○ Entire accrued sick leave balance may be converted into additional CalPERS service credit. No sick leave hours will be paid out. ○ Combination of any portion (<i>up to 480 hours</i>) of the sick leave balance is paid out at 50% and any remaining balance may be converted into additional CalPERS service credit. Sick leave hours above 480 will not be paid out. ▪ Upon death, all accrued, unused sick leave will be paid at 100% of the cash value. <p>Any other payout of accrued sick leave upon separation of employment must be approved by the Chief Executive Officer. Any such approved payout shall not exceed 480 hours of accrued sick leave and shall be at the rate of 25% of the equivalent cash value.</p>
Sick Leave Conservation	<p><u>Sick Leave Conservation Program</u> - Employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) sick leave hours during the preceding twelve (12) month period may convert up to twenty-four (24) hours to cash. Elections to cash out sick leave must be made in the calendar year prior to the cash out.</p>
Executive Leave & Personal Leave	<p>24 hours of executive leave and 32 hours of prorated personal leave provided upon hire. Leave may be converted to cash or credited to the deferred compensation plan at any time during the fiscal year. Automatically paid-out if no election is made.</p>
Bereavement Leave	<p>3 days of bereavement leave for obligations arising from the death of a family member as defined in the At-Will Policy for Employees in the Unclassified Service. Additional time may be charged to sick leave for a total leave (3 days of bereavement leave plus sick leave) not to exceed 10 consecutive working days.</p>
Holidays	<p>12 designated days per calendar year.</p>
CalPERS Retirement for Classic Members Hired Prior to 3/19/2012	<p>California Public Employees Retirement System (CalPERS) 2.5% at 55 retirement plan with final compensation of highest 12 consecutive months. The current required employee contribution is 10.5% (8.0% for the member contribution and 2.5% towards Valley Water's CalPERS contribution. The additional amount over and above the required employee contribution will increase by 0.5% each fiscal year). Contributions are pre-tax payroll deductions.</p>
CalPERS Retirement for Classic Members Hired On or After 3/19/2012	<p>California Public Employees Retirement System (CalPERS) 2.0% at 60 retirement plan with final compensation of highest 36 consecutive months. The current required employee contribution is 10.5% (7.0% for the member contribution and 3.5% towards Valley Water's CalPERS contribution. The additional amount over and above the required employee contribution will increase by 0.5% each fiscal year). Contributions are pre-tax payroll deductions.</p>
CalPERS Retirement for New Members	<p>California Public Employees Retirement System (CalPERS) 2.0% at 62 retirement plan with final compensation of highest 36 consecutive months. Employees are required to pay 50% of the total normal cost as determined by the annual CalPERS valuation and is subject to change each fiscal</p>

Hired On or After 1/1/2013	year. The current required employee contribution is 8.25% (6.75% for the member contribution and 1.5% towards Valley Water's CalPERS contribution. The additional amount over and above the required employee contribution will increase by 0.5% each fiscal year). Contributions are <u>pre-tax payroll deductions</u> .
Retirement Health Benefits for Employees Hired Prior to 12/30/2006	Medical coverage is provided for retired employees with 10 years of continuous service with Valley Water. Medical, Dental and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous service with Valley Water. Medical, Dental and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous service with Valley Water.
Retirement Health Benefits for Employees Hired on or after 12/30/2006 and Prior to 3/1/2007	Medical coverage is provided for retired employees with 10 years of continuous service with Valley Water. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less. Medical, Dental and Vision coverage is provided for retired employees and one eligible dependent with 15 or more years of continuous service with Valley Water. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less. Medical, Dental and Vision coverage is provided for retired employees plus two (2) or more eligible dependents with 25 or more years of continuous service with Valley Water. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.
Retirement Medical Benefits for Employees Hired On or After 3/1/2007	Medical coverage is provided for retired employees with 15 years of continuous service with Valley Water. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less. Medical coverage is provided for retired employees and one eligible dependent with 20 or more years of continuous service with Valley Water. Medical premium cost sharing is required with the same contribution percentage as active employees and based on the medical premium amount applicable to active employees or retirees, whichever is less.
Health Insurance	Medical, Dental, Vision Care and EAP benefits are provided by Valley Water. Employees pay 15% towards Valley Water's monthly premium cost for medical coverage. Dental, Vision Care and EAP coverage is provided by Valley Water with no monthly premium cost to the employee. Medical, Dental, Vision Care and EAP benefits are provided to all regular employees and their eligible dependents including domestic partners. Domestic partner coverage is taxable income for federal income tax purposes. Valley Water employees may only receive coverage under one plan; either as single coverage or family coverage and either as the primary subscriber or as a dependent under the plan of a spouse or domestic partner who is a regular Valley Water employee. Eligible dependents will only be covered under one employee's medical plan.
Disability Insurance	Valley Water provides Short Term Disability (STD) equal to 66 2/3% of salary to a maximum weekly benefit of \$3,462 with a 14-day waiting period. STD may transition into Long Term Disability (LTD) after 180 days of disability and then provide 66 2/3% of salary to a maximum monthly benefit of \$15,000.
Life Insurance	Valley Water provides life insurance benefits equal to employee's annual salary up to a maximum benefit of \$100,000 with a five-year phase out in declining increments of \$10,000 per year starting with \$50,000 coverage upon retirement. The premium attributable to life insurance benefit exceeding \$50,000 is considered "imputed income" and must be reported as taxable earnings on the W-2 statement each year, as required by the IRS. Optional supplemental life insurance available in amounts equal to 1, 2, 3 or 4 times annual salary to a maximum benefit of \$750,000 is available at employee cost.
Pet Insurance	Valley Water offers pet insurance through Nationwide. Employees have the option to enroll one or more pets and can choose from three levels of coverage with My Pet Protection.
Other	Board Appointed Officers (BAO) are eligible for a monthly car allowance as follows: CEO & General Counsel = \$600 / Clerk of the Board = \$450. Mileage is paid for out-of-county Valley Water business in addition to monthly car allowance. Valley Water owned communication devices are provided, including cell phones, pagers, two-way radios, tablets, and computers. A monthly stipend for smart phones is provided.

	Tuition Assistance Program – Unclassified employees with six (6) or more months of continuous service, up to 100% reimbursement of tuition costs upon satisfactory completion of an approved course to a maximum of \$2,000 per fiscal year.
	Employee Assistance Program (EAP) – Valley Water provides an EAP to employees and their eligible dependents that is staffed by licensed credentialed counselors and provides information, referral and short-term counseling for personal issues affecting work or personal life.
	Commuter Checks – Pre-tax deductions are allowed up to the IRS maximum for the purchase of Commuter Checks which can be used as payment for any public transportation or to pay for qualified vanpools.
Deferred Compensation	Deferred compensation plan is available at employee's option, with up to \$8,000 in annual matching contributions each calendar year from Valley Water. Board Appointed Officers (BAO) are eligible for up to \$8,000 in annual matching contributions each calendar year from Valley Water.
Flexible Spending Account (FSA)	<ul style="list-style-type: none"> ➤ Health Care Spending Account – Maximum contribution up to \$2,750 for eligible medical, dental, vision and prescription expenses. ➤ Dependent Adult or Child Daycare – Maximum contribution \$5,000 per family or \$2,500 if you file taxes "Married Filing Separately" per calendar year.
<i>This is a summary of benefits only. Official plan documents/agreements govern how a benefit is determined or administered.</i>	