



**SAN GABRIEL BASIN WATER QUALITY AUTHORITY
BOARD OF DIRECTORS**

**NOTICE OF ADJOURNED REGULAR MEETING
PURSUANT TO GOVERNMENT CODE SECTION 54955**

**at
1720 W. CAMERON AVENUE, SUITE 100, WEST COVINA, CALIFORNIA**

WEDNESDAY, AUGUST 26, 2026 AT 9:00 A.M.

Zoom Link:

<https://us06web.zoom.us/j/6412042866?pwd=ceyJWbkVW6BsjqL55GVTzpzKD5wtiV.1>

AGENDA

I. CALL TO ORDER **NORIEGA**

II. PLEDGE OF ALLEGIANCE

III. REMOTE PARTICIPATION DECLARATION PURSUANT TO SB 707 **MORENO**
[Government Code Section 54953.8.3]

(a) Notification of Just Cause Remote Participation

IV. ROLL CALL OF BOARD MEMBERS **MORENO**

Lynda Noriega, Chairwoman	_____	_____ (alt)
Robert Gonzales, Vice-Chairman	_____	_____ (alt)
Valerie Munoz, Secretary	_____	_____ (alt)
Bob Kuhn, Treasurer	_____	_____ (alt)
Mark Paulson	_____	_____ (alt)
Ed Chavez	_____	_____ (alt)
Robert DiPrimio	_____	_____ (alt)

V. PUBLIC COMMENTS (Agendized Matters Only): **NORIEGA**

As provided under Government Code Section 54954.3, this time has been set aside for persons in the audience to provide comment or make inquiries on matters appearing on this Special Meeting agenda only. Please complete the appropriate request card and submit it to the Secretary, prior to the item being heard. A five-minute time limit on remarks is requested.

VI. ACTION ITEMS

NORIEGA

(These items may require action)

- (a) Discussion and Potential Action to Approve Third Amendment to Executive Director Employment Agreement. [enc]
Prior to Board action on this item, a presentation of the salient terms of the agreement shall be stated on the record. It is recommended the Board:
 - 1. Approve the finalized Third amendment to employment agreement.
 - 2. Authorize the Board President to execute the written agreement on behalf of the Authority.

VII. ADJOURNMENT

NORIEGA

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the Authority's business office located at 1720 W. Cameron Ave., Suite 100, West Covina, CA 91790, during regular business hours. When practical, these public records will also be made available on the Authority's internet web site, accessible at www.wqa.com.



SAN GABRIEL BASIN WATER QUALITY AUTHORITY

1720 W. Cameron Ave., Suite 100, West Covina, CA 91790 • 626-338-5555 • info@wqa.com • wqa.com

AGENDA SUBMITTAL

To: WQA Board of Directors
From: Richard Padilla, Legal Counsel
Date: August 26, 2026
Subject: **Consideration and Approval of a Third Amendment to the Executive Director Employment Agreement with Randy Schoellerman to Modify Compensation Terms following Completion of the Schoellerman's Annual Performance Evaluation**

Background and Discussion

Enclosed is the proposed third amendment to the Executive Director Employment Agreement for Mr. Randy Schoellerman's employment contract with the Authority. The proposed amendment increases Mr. Schoellerman's base salary to \$308,211 per the recommendation of the ad hoc performance evaluation committee which recently completed Mr. Schoellerman's annual performance evaluation and shared its findings and recommendations with the WQA Board of Directors in closed session at the Board's meeting of August 19, 2026.

Recommended Action

1. Approve the finalized third amendment to the employment agreement.
2. Authorize the Board President to execute the written agreement on behalf of the Authority.

Enclosure: *Draft Third Amendment to Amended and Restated Executive Director Employment Agreement*

DRAFT 2026
THIRD AMENDMENT TO AMENDED AND RESTATED EXECUTIVE DIRECTOR
EMPLOYMENT AGREEMENT
(Executive Director – Randy Schoellerman)

THIS THIRD AMENDMENT (hereinafter, “Third Amendment”) to that certain agreement entitled “Amended and Restated Executive Director Employment Agreement (Executive Director – Randy Schoellerman)” and dated August 16, 2023, is hereby made and entered into this 26th day of August, 2026 (hereinafter, the “Effective Date”) by and between the SAN GABRIEL BASIN WATER QUALITY AUTHORITY, established by special act of the California Legislature (Stats. 1992, Chap. 776) (“AUTHORITY”) and RANDY SCHOELLERMAN (“EMPLOYEE”). For purposes of this Third Amendment, the capitalized term “Parties” shall be a collective reference to both AUTHORITY and EMPLOYEE. The capitalized term “Party” may refer to either AUTHORITY or EMPLOYEE, interchangeably as appropriate.

RECITALS

THIS THIRD AMENDMENT is made and entered into with respect to the following facts:

WHEREAS, on August 16, 2023, the Parties executed that certain employment agreement entitled “Amended and Restated Executive Director Employment Agreement (Executive Director – Randy Schoellerman)” for the employment of EMPLOYEE as the Executive Director of the AUTHORITY (hereinafter, the “Master Agreement”) (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit “A”**); and

WHEREAS, on August 21, 2024, the Parties executed that certain amendment to the Master Agreement entitled “First Amendment to Amended and Restated Executive Director Employment Agreement (Executive Director – Randy Schoellerman)” (hereinafter, the “First Amendment”) (a True and correct copy of the First Amendment is attached and incorporated hereto as **Exhibit “B”**); and

WHEREAS, on August 20, 2025, the Parties executed that certain amendment to the Master Agreement entitled “Second Amendment to Amended and Restated Executive Director Employment Agreement (Executive Director – Randy Schoellerman)” (hereinafter, the “Second Amendment”) (a True and correct copy of the Second Amendment is attached and incorporated hereto as **Exhibit “C”**); and

WHEREAS, Section 6 of the Master Agreement provides for the completion of an annual performance evaluation of EMPLOYEE within 45 days calendar days following July 1st of each calendar year (the “Annual Evaluation”); and

WHEREAS, the AUTHORITY conducted and completed EMPLOYEE’s annual evaluation for the year 2026 within the 45-day calendar days following July 1st; and

WHEREAS, the AUTHORITY’s governing board, upon the recommendation of the performance evaluation ad hoc committee, proposes a 3.7% increase to EMPLOYEE’s annual Base Salary rounded-up to the nearest dollar; and

WHEREAS, the Section 13.a., of the Master Agreement requires that any amendments to the Master Agreement be made in writing signed by the Parties; and

WHEREAS, this Third Amendment was approved by the AUTHORITY governing board in open session at its Adjourned Regular Meeting of August 26, 2026 under Agenda Item No. VI.(a) as required by Government Code Sections 53262, 54953(c)(3) and 54956(b).

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. AMENDMENT TO BASE SALARY. Effective as of September 1, 2026, EMPLOYEE's annual Base Salary, as defined under Section 5 (Salary) of the Master Agreement shall be THREE HUNDRED EIGHT THOUSAND, TWO HUNDRED AND ELEVEN DOLLARS (\$308,211) (the "Base Salary").

SECTION 2. Except as otherwise set forth in this Third Amendment, the Master Agreement as previously amended by the First Amendment and Second Amendment shall remain binding, controlling, and in full force and effect. Subsection 13.a. of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, First Amendment and Second Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 3. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Master Agreement, the First Amendment, or the Second Amendment, the provisions of this Third Amendment shall govern and control, but only but only to the extent of the conflict or inconsistency and no further.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on the date this Third Amendment has been executed by all of the Parties, below.

AUTHORITY:

San Gabriel Basin Water Quality Authority

By: _____
Lynda Noriega, Board President

Date: _____

EMPLOYEE:

Randy Schoellerman

By: _____
Randy Schoellerman

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, General Legal Counsel

Date: _____

EXHIBIT “A”

Master Agreement

EXHIBIT “B”

First Amendment

EXHIBIT “C”

Second Amendment