

Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Jane Nye, Director

Janna Orkney, Director

Leon Shapiro, Director

Providing Outstanding Service Since 1963

August 24, 2020

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

TWSD CORE MANAGEMENT EMPLOYEE CONTRACTS

Summary

The Triunfo Water & Sanitation District (District) Board has approved a revised update to the District’s business plan for the transitioning of administrative and financial functions from Ventura Regional Sanitation District to Triunfo Water & Sanitation District. As part of that updated plan, staff was directed to draft employment contracts for the core management group consistent with the Total Compensation Study prepared by Koff & Associates.

The core management group consists of the General Manager, Director of Finance, Engineering Program Manager, and Administrative Program Manager. Staff has drafted employment contracts for the core management group which sets forth base salaries and benefits based on the recommendations within the Koff study. There are some minor issues that staff needs more direction on in finalizing these contracts.

Recommendation:

It is recommended that the Board discuss the core management contracts, give direction to staff on certain employment benefits, and approve the contracts with direction to Legal Counsel to finalize said contracts.

REVIEWED AND APPROVED: _____
Mark Norris - General Manager

- Attachment:
- 1. TWSD Employee Contracts (4)
 - 2. Compensation Summary

EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this October 1, 2020 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and Mark S. Norris (“EMPLOYEE”). Together, DISTRICT and EMPLOYEE shall be referred to herein as Parties.

RECITALS

A. District operates and maintains a water distribution system, a wastewater collection and treatment system, and recycled water treatment and distribution system, and other appurtenant facilities (“District Facilities”) for the purposes of providing these services to the public.

B. District wishes to retain Employee to render management and analytical services for District Facilities.

C. Employee is experienced in the management and operation of water and waste water facilities and systems and is willing to provide the services required by District.

NOW, THEREFORE, in consideration of the mutual covenants and valuable consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Employment. Subject to the terms, provisions, and conditions of this Agreement, District hereby employs Employee and Employee hereby accepts employment with District as its General Manager in connection with the District’s operation and maintenance of District Facilities. Employee agrees to devote substantially all of his time and attention in providing the services as provided and described in “General Manager” Job Classification, attached hereto Exhibit A and incorporated to this Agreement herein, together with such administrative and management duties as may be required by District.
2. District’s Authority. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District from time to time, either orally or in writing, respecting performance of the services described below, and to carry out and to perform reasonable orders, directions and policies announced by District.
3. Term. Subject to the termination of this Agreement in the manner specified herein, the term of this Agreement shall commence on October 1, 2020 and shall remain in effect until Employee’s employment with the District is terminated by either Party according to the provisions for termination provided herein, or this Agreement is superseded by a new, fully executed employment agreement between District and Employee.

4. Compensation.

- a. District agrees to pay Employee and Employee shall accept for their services to the District, a base annual salary of \$237,120.00 based on 2,080 hours. District shall pay Employee such compensation bi-weekly, that may be amended and updated from time to time. All such compensation shall be subject to customary withholding taxes and other employment taxes as required with respect to compensation paid by an employer to employee.
- b. On each Adjustment Date (as hereinafter defined), the monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the calendar month immediately preceding the calendar month during which such Adjustment Date falls over the Consumer Price Index for the Base Month (as hereinafter defined).
 - i. "Consumer Price Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles-Anaheim-Riverside, California "All Items" (1982-84=100). In the event that at any time during the Term of the Agreement the Consumer Price Index is discontinued, the parties shall agree upon the use of the most comparable nationally recognized cost of living index then published by the United States government, with appropriate adjustment made for any change in the base year used for any such substitute index.
 - ii. "Adjustment Date" shall mean each one-year (1-year) anniversary of this Agreement.
 - iii. "Base Month" shall mean the calendar month immediately preceding the commencement of this Agreement.
- c. Any further increases to Employee's salary shall be limited to a merit-based percentage increase of no more than five percent (5%) annually. Such merit-based increases shall only be awarded by the Board.
- d. The District's Board of Directors may deem fit in its sole and absolute discretion to award merit-based one-time salary bonuses. However, the award of such bonuses does not create a right to such bonuses in subsequent years.
- e. Employee's compensation as the District's General Manager shall be governed solely by this Agreement and shall not be affected by any changes in the compensation or benefits of any other District employee.

5. Additional Benefits.

Employee benefit cost allowances are based on recommendations included in the Board approved Koff & Associates Total Compensation Study.

- a. *Holidays.* Employee shall have the same scheduled holidays as approved by the Board of Directors for all District employees.
 - b. *Annual Leave.* Employee shall be entitled to twenty-three (23) days of annual leave without loss of compensation. Employee may take such annual leave in the year in which (and to the extent which) it is earned and may carry forward accrued but unused annual leave from one year to the next up to a maximum of six hundred (600) hours.
 - c. *Automobile Allowance.* **TBD**
 - d. *Administrative Leave.* Employee shall be granted/eligible to up to five (5) days of administrative leave per year without loss of compensation.
 - e. *Other Benefits.* Employee shall receive all other benefits of employment generally available to other employees of District when and as Employee becomes eligible for them, including but not limited to, group medical insurance, pension plans, and life insurance.
6. Travel and Expenses. Employee shall be reimbursed for all reasonable, necessary and ordinary Board approved travel expenses incurred in connection with Employee's duties, excluding travel between Employee's home and the District office. Said expenses may include expenses incurred in connection with professional growth activities approved by the Board of Directors and/or the representation of the District at professional conferences and meetings. In the event of reimbursement for use of his private automobile for District business, the rate of reimbursement shall be at the then-current rate allowed by the Internal Revenue Service for business mileage deductions.

7. Insurance.

- a. Employee shall be eligible to participate in the District's health, dental, vision, life and disability insurance on the same terms and conditions as these benefits are made available to other District employees.
- b. Any additional insurance benefits that may be granted to other District employees during the term of this Agreement shall also be granted to Employee.

- c. If for whatever reason, Employee chooses not to participate or shall be ineligible in one or more of the District's insurance programs, the payments the District would normally make for that program on Employee's behalf shall be paid to Employee as additional compensation in lieu of benefit, but said compensation shall not be considered part of Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
 - d. If, at some subsequent time, Employee regains eligibility for any insurance program for which they were formally ineligible or chose not to participate, the District shall enroll Employee in the insurance program under the same terms and conditions as other District employees and shall discontinue payments of any compensation in lieu of benefit. The discontinuance of this compensation in lieu of benefit shall not have any material impact on Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
8. Retirement Contribution. Pursuant to the Total Compensation Study prepared by Koff & Associates, dated July 20, 2020, District shall make a contribution on behalf of Employee, of an amount equal to 16.5% of Employee's base annual salary, to a Deferred Compensation plan (457(b) account) in accordance with applicable law.
9. Duties. Employee's duties are any and all duties provided and described in Exhibit A.
10. At-Will Employment. Employee's employment at District is at-will and may be terminated by either party at any time for any reason or no reason upon written notice. Nothing in this Agreement shall prevent the District from terminating the Agreement and the services of Employee at its sole discretion.
11. Resignation. Employee may resign at any time and for any or no reason and thereby terminate this Agreement. Employee shall attempt to provide District with at least two (2) months written notice of their intent to resign. In the event Employee resigns, Employees shall not be entitled to any severance pay from District.
12. Termination without Cause. District has the right to terminate this Agreement at any time without any reason or providing any showing of cause.
- a. *Notice of Termination.* To affect termination without cause, the District shall provide Employee a written Notice of Termination.
 - b. *Termination Date.* The Notice of Termination shall specify the Termination Date which is the effective date of the termination. The Termination Date may be the same date as the Notice of Termination or some future date up to six (6) months from the date of the Notice of Termination.

- c. *No Additional Benefits.* Employee shall not earn any holiday, sick leave, retirement, vacation, or other benefits after the Termination Date.
- d. *No Appeal.* Employee shall not be entitled to an appeal or hearing of any kind prior to or following termination without cause, regardless of any contrary District rule or policy applicable to other District employees.
- e. *Severance Pay.* In consideration of the District's right to terminate the Agreement at-will and without cause, Employee shall receive severance pay equal to four (4) months of regular annual base salary. The rate of the annual base salary shall be the same for the entire period regardless of any increases that would have taken effect during the four-month period following the Termination Date if Employee's employment with the District had continued. Severance pay shall be paid to Employee no later than the Termination Date.

13. Termination for Cause.

- a. *Cause Defined.* "Termination for Cause" shall include but not be limited to:
 - i. Employee's willful and continued failure to perform their duties as set forth in this Agreement or as provided and described in "General Manager" Job Classification, attached hereto as Exhibit A, or for disciplinary history;
 - ii. Employee's felony conviction or Employee's plea of "no contest" to a felony; and/or
 - iii. Employee's willful disclosure of material confidential information of District.
- b. *Determination.* The District may terminate this Agreement at any time for cause, following a determination by the District Board.
- c. *Notice of Termination.* To affect a termination for cause, the District must provide Employee a written "Notice of Termination for Cause."
- d. *No Severance Pay.* In the event Employee is terminated for cause, Employee shall not be entitled to any severance pay.
- e. *Hearing.* Employee may request an evidentiary hearing before an administrative law judge to review the reasons for the Board's determination within 10 days of receipt of the Notice of Termination for Cause. The administrative law judge shall be selected by the Parties. At such hearing, the issue shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that Employee would not be entitled to any Severance Pay. The District shall bear the cost of such a

hearing. If the administrative law judge determines there was no sufficient evidentiary basis for a termination for cause, Employee shall be entitled to receive severance pay according to the provisions in Paragraph 12(e) of this Agreement. Under no circumstances shall Employee be entitled to reinstatement to his position as a result of such hearing.

14. Termination by Death or Incapacity. In the event Employee is rendered unable to perform the essential functions of their position even with the help of reasonable accommodations because of Employee's death, physical incapacity, or mental incapacity, this Agreement shall terminate. In the event of Employee's death, the District shall pay the Severance pay according to the provisions in Paragraph 12(e) of this Agreement to Employee's designee or estate.
15. Relationship on Termination. Except as expressly provided in this Agreement, neither the District nor Employee shall owe or have any obligations, responsibilities, or liabilities to the other party following the termination of this Agreement.
16. Waivers. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by District, and District shall be free to reinstate any such term or condition, with or without notice to Employee.
17. Assignment. This Agreement is Employee's personal undertaking and Employee may not transfer or assign any of their rights or responsibilities hereunder. District may assign this Agreement, subject to reasonable assurances provided to Employee that all financial commitment will be honored.
18. Notices. All notices provided for in this Agreement shall be directed to the parties at the addresses set forth below, by first-class mail, with postage prepaid on:

District:

Triunfo Water & Sanitation District
Attn: General Manager
1001 Partridge Drive, Suite 150
Ventura, CA 93003

Copy to:

Arnold LaRochelle Mathews VanConas & Zirbel LLP
Attn: John Mathews, General Counsel
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

Employee:

Mark S. Norris
5572 Lafayette Street
Ventura, CA 93003

19. Governing Law. This Agreement is executed and is intended to be performed in the State of California and the laws of that State shall govern its interpretation and effect.
20. Amendments. This Agreement is subject to amendment only if executed in writing and signed by both District and Employee.
21. Attorneys' Fees. In the event any lawsuit, action, arbitration or proceeding is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs of suit, to be determined by the court. The "prevailing party" shall be determined by the court, arbitrator or tribunal, whether or not the suit proceeds to final judgment.
22. Severability. If any of the provisions or restrictions of this Agreement are declared void or voidable by any court of competent jurisdiction in California, such declaration shall not affect the validity of the remaining provisions, which are deemed to be entirely separate and severable.
23. Binding Effect. All of the terms, covenants and agreements and conditions herein contained shall be binding upon and shall inure to the benefit of all the parties hereto, and their respective successors, heirs, executors, administrators and permitted assigns.
24. Headings. Any paragraph headings contained in this Agreement are for convenience and reference purpose only and shall under no circumstances affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, partner or partnership may require.
25. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all the covenants and agreements of the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____,
2020 at Ventura, Ventura County, California.

Mark S. Norris

Date

James Wall
Chairman, Board of Directors
Triunfo Water & Sanitation District

Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this October 1, 2020 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and Vickie Dragan (“EMPLOYEE”). Together, DISTRICT and EMPLOYEE shall be referred to herein as Parties.

RECITALS

A. District operates and maintains a water distribution system, a wastewater collection and treatment system, and recycled water treatment and distribution system, and other appurtenant facilities (“District Facilities”) for the purposes of providing these services to the public.

B. District wishes to retain Employee to render management and analytical services for District Facilities.

C. Employee is experienced in the management and operation of water and waste water facilities and systems and is willing to provide the services required by District.

NOW, THEREFORE, in consideration of the mutual covenants and valuable consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Employment. Subject to the terms, provisions, and conditions of this Agreement, District hereby employs Employee and Employee hereby accepts employment with District as its Director of Finance in connection with the District’s operation and maintenance of District Facilities. Employee agrees to devote substantially all of her time and attention in providing the services as provided and described in “Director of Finance” Job Classification, attached hereto Exhibit A and incorporated to this Agreement herein, together with such administrative and management duties as may be required by District.
2. District’s Authority. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District from time to time, either orally or in writing, respecting performance of the services described below, and to carry out and to perform reasonable orders, directions and policies announced by District.
3. Term. Subject to the termination of this Agreement in the manner specified herein, the term of this Agreement shall commence on October 1, 2020 and shall remain in effect until Employee’s employment with the District is terminated by either Party according to the provisions for termination provided herein, or this Agreement is superseded by a new, fully executed employment agreement between District and Employee.

4. Compensation.

- a. District agrees to pay Employee and Employee shall accept for their services to the District, a base annual salary of \$156,067.20 based on 1,664 hours. District shall pay Employee such compensation bi-weekly, that may be amended and updated from time to time. All such compensation shall be subject to customary withholding taxes and other employment taxes as required with respect to compensation paid by an employer to employee.
- b. On each Adjustment Date (as hereinafter defined), the monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the calendar month immediately preceding the calendar month during which such Adjustment Date falls over the Consumer Price Index for the Base Month (as hereinafter defined).
 - i. "Consumer Price Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles-Anaheim-Riverside, California "All Items" (1982-84=100). In the event that at any time during the Term of the Agreement the Consumer Price Index is discontinued, the parties shall agree upon the use of the most comparable nationally recognized cost of living index then published by the United States government, with appropriate adjustment made for any change in the base year used for any such substitute index.
 - ii. "Adjustment Date" shall mean each one-year (1-year) anniversary of this Agreement.
 - iii. "Base Month" shall mean the calendar month immediately preceding the commencement of this Agreement.
- c. Any further increases to Employee's salary shall be limited to a merit-based percentage increase of no more than five percent (5%) annually. Such merit-based increases shall only be awarded by the General Manager.
- d. The District's Board of Directors, based on the General Manager's recommendation, may deem fit in its sole and absolute discretion to award merit-based one-time salary bonuses. However, the award of such bonuses does not create a right to such bonuses in subsequent years.
- e. Employee's compensation as the District's Director of Finance shall be governed solely by this Agreement and shall not be affected by any changes in the compensation or benefits of any other District employee.

5. Additional Benefits.

Employee benefit cost allowances are based on recommendations included in the Board approved Koff & Associates Total Compensation Study.

- a. *Holidays.* Employee shall have the same scheduled holidays as approved by the Board of Directors for all District employees.
- b. *Annual Leave.* Employee shall be entitled to twenty-three (23) days of annual leave without loss of compensation. Employee may take such annual leave in the year in which (and to the extent which) it is earned and may carry forward accrued but unused annual leave from one year to the next up to a maximum of six hundred (600) hours.
- c. *Automobile Allowance.* **TBD**
- d. *Administrative Leave.* Employee shall be granted/eligible to up to five (5) days of administrative leave per year without loss of compensation.
- e. *Other Benefits.* Employee shall receive all other benefits of employment generally available to other employees of District when and as Employee becomes eligible for them, including but not limited to, group medical insurance, pension plans, and life insurance.

6. Travel and Expenses. Employee shall be reimbursed for all reasonable, necessary and ordinary Board approved travel expenses incurred in connection with Employee's duties, excluding travel between Employee's home and the District office. Said expenses may include expenses incurred in connection with professional growth activities approved by the Board of Directors and/or the representation of the District at professional conferences and meetings. In the event of reimbursement for use of his private automobile for District business, the rate of reimbursement shall be at the then-current rate allowed by the Internal Revenue Service for business mileage deductions.

7. Insurance.

- a. Employee shall be eligible to participate in the District's health, dental, vision, life and disability insurance on the same terms and conditions as these benefits are made available to other District employees.
- b. Any additional insurance benefits that may be granted to other District employees during the term of this Agreement shall also be granted to Employee.

- c. If for whatever reason, Employee chooses not to participate or shall be ineligible in one or more of the District's insurance programs, the payments the District would normally make for that program on Employee's behalf shall be paid to Employee as additional compensation in lieu of benefit, but said compensation shall not be considered part of Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
 - d. If, at some subsequent time, Employee regains eligibility for any insurance program for which they were formally ineligible or chose not to participate, the District shall enroll Employee in the insurance program under the same terms and conditions as other District employees and shall discontinue payments of any compensation in lieu of benefit. The discontinuance of this compensation in lieu of benefit shall not have any material impact on Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
8. Retirement Contribution. Pursuant to the Total Compensation Study prepared by Koff & Associates, dated July 20, 2020, District shall make a contribution on behalf of Employee, of an amount equal to 16.5% of Employee's base annual salary, to a Deferred Compensation plan (457(b) account) in accordance with applicable law.
9. Duties. Employee's duties are any and all duties provided and described in Exhibit A.
10. At-Will Employment. Employee's employment at District is at-will and may be terminated by either party at any time for any reason or no reason upon written notice. Nothing in this Agreement shall prevent the District from terminating the Agreement and the services of Employee at its sole discretion.
11. Resignation. Employee may resign at any time and for any or no reason and thereby terminate this Agreement. Employee shall attempt to provide District with at least two (2) months written notice of their intent to resign. In the event Employee resigns, Employees shall not be entitled to any severance pay from District.
12. Termination without Cause. District has the right to terminate this Agreement at any time without any reason or providing any showing of cause.
- a. *Notice of Termination.* To affect termination without cause, the District shall provide Employee a written Notice of Termination.
 - b. *Termination Date.* The Notice of Termination shall specify the Termination Date which is the effective date of the termination. The Termination Date may be the same date as the Notice of Termination or some future date up to six (6) months from the date of the Notice of Termination.

- c. *No Additional Benefits.* Employee shall not earn any holiday, sick leave, retirement, vacation, or other benefits after the Termination Date.
- d. *No Appeal.* Employee shall not be entitled to an appeal or hearing of any kind prior to or following termination without cause, regardless of any contrary District rule or policy applicable to other District employees.
- e. *Severance Pay.* In consideration of the District's right to terminate the Agreement at-will and without cause, Employee shall receive severance pay equal to four (4) months of regular annual base salary. The rate of the annual base salary shall be the same for the entire period regardless of any increases that would have taken effect during the four-month period following the Termination Date if Employee's employment with the District had continued. Severance pay shall be paid to Employee no later than the Termination Date.

13. Termination for Cause.

- a. *Cause Defined.* "Termination for Cause" shall include but not be limited to:
 - i. Employee's willful and continued failure to perform their duties as set forth in this Agreement or as provided and described in "Director of Finance" Job Classification, attached hereto as Exhibit A, or for disciplinary history;
 - ii. Employee's felony conviction or Employee's plea of "no contest" to a felony; and/or
 - iii. Employee's willful disclosure of material confidential information of District.
- b. *Determination.* The District may terminate this Agreement at any time for cause, following a determination by the District's General Manager.
- c. *Notice of Termination.* To affect a termination for cause, the District must provide Employee a written "Notice of Termination for Cause."
- d. *No Severance Pay.* In the event Employee is terminated for cause, Employee shall not be entitled to any severance pay.
- e. *Hearing.* Employee may request an evidentiary hearing before an administrative law judge to review the reasons for the General Manager's determination within 10 days of receipt of the Notice of Termination for Cause. The administrative law judge shall be selected by the Parties. At such hearing, the issue shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that Employee would not be entitled to any Severance Pay. The District shall bear the cost

of such a hearing. If the administrative law judge determines there was no sufficient evidentiary basis for a termination for cause, Employee shall be entitled to receive severance pay according to the provisions in Paragraph 12(e) of this Agreement. Under no circumstances shall Employee be entitled to reinstatement to his position as a result of such hearing.

14. Termination by Death or Incapacity. In the event Employee is rendered unable to perform the essential functions of their position even with the help of reasonable accommodations because of Employee's death, physical incapacity, or mental incapacity, this Agreement shall terminate. In the event of Employee's death, the District shall pay the Severance pay according to the provisions in Paragraph 12(e) of this Agreement to Employee's designee or estate.
15. Relationship on Termination. Except as expressly provided in this Agreement, neither the District nor Employee shall owe or have any obligations, responsibilities, or liabilities to the other party following the termination of this Agreement.
16. Waivers. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by District, and District shall be free to reinstate any such term or condition, with or without notice to Employee.
17. Assignment. This Agreement is Employee's personal undertaking and Employee may not transfer or assign any of their rights or responsibilities hereunder. District may assign this Agreement, subject to reasonable assurances provided to Employee that all financial commitment will be honored.
18. Notices. All notices provided for in this Agreement shall be directed to the parties at the addresses set forth below, by first-class mail, with postage prepaid on:

District:

Triunfo Water & Sanitation District
Attn: General Manager
1001 Partridge Drive, Suite 150
Ventura, CA 93003

Copy to:

Arnold LaRochelle Mathews VanConas & Zirbel LLP
Attn: John Mathews, General Counsel
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

Employee:

Vickie Dragan
1014 Via Ondulando
Ventura, CA 93003

19. Governing Law. This Agreement is executed and is intended to be performed in the State of California and the laws of that State shall govern its interpretation and effect.
20. Amendments. This Agreement is subject to amendment only if executed in writing and signed by both District and Employee.
21. Attorneys' Fees. In the event any lawsuit, action, arbitration or proceeding is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs of suit, to be determined by the court. The "prevailing party" shall be determined by the court, arbitrator or tribunal, whether or not the suit proceeds to final judgment.
22. Severability. If any of the provisions or restrictions of this Agreement are declared void or voidable by any court of competent jurisdiction in California, such declaration shall not affect the validity of the remaining provisions, which are deemed to be entirely separate and severable.
23. Binding Effect. All of the terms, covenants and agreements and conditions herein contained shall be binding upon and shall inure to the benefit of all the parties hereto, and their respective successors, heirs, executors, administrators and permitted assigns.
24. Headings. Any paragraph headings contained in this Agreement are for convenience and reference purpose only and shall under no circumstances affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, partner or partnership may require.
25. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all the covenants and agreements of the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____,
2020 at Ventura, Ventura County, California.

Vickie Dragan

Date

James Wall
Chairman, Board of Directors
Triunfo Water & Sanitation District

Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this October 1, 2020 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and Timothy Doyle (“EMPLOYEE”). Together, DISTRICT and EMPLOYEE shall be referred to herein as Parties.

RECITALS

A. District operates and maintains a water distribution system, a wastewater collection and treatment system, and recycled water treatment and distribution system, and other appurtenant facilities (“District Facilities”) for the purposes of providing these services to the public.

B. District wishes to retain Employee to render management and analytical services for District Facilities.

C. Employee is experienced in the management and operation of water and waste water facilities and systems and is willing to provide the services required by District.

NOW, THEREFORE, in consideration of the mutual covenants and valuable consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Employment. Subject to the terms, provisions, and conditions of this Agreement, District hereby employs Employee and Employee hereby accepts employment with District as its Engineering Program Manager in connection with the District’s operation and maintenance of District Facilities. Employee agrees to devote substantially all of his time and attention in providing the services as provided and described in “Engineering Program Manager” Job Classification, attached hereto Exhibit A and incorporated to this Agreement herein, together with such administrative and management duties as may be required by District.
2. District’s Authority. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District from time to time, either orally or in writing, respecting performance of the services described below, and to carry out and to perform reasonable orders, directions and policies announced by District.
3. Term. Subject to the termination of this Agreement in the manner specified herein, the term of this Agreement shall commence on October 1, 2020 and shall remain in effect until Employee’s employment with the District is terminated by either Party according to the provisions for termination provided herein, or this Agreement is superseded by a new, fully executed employment agreement between District and Employee.

4. Compensation.

- a. District agrees to pay Employee and Employee shall accept for their services to the District, a base annual salary of \$137,974.37 based on 1,664 hours. District shall pay Employee such compensation bi-weekly that may be amended and updated from time to time. All such compensation shall be subject to customary withholding taxes and other employment taxes as required with respect to compensation paid by an employer to employee.
- b. On each Adjustment Date (as hereinafter defined), the monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the calendar month immediately preceding the calendar month during which such Adjustment Date falls over the Consumer Price Index for the Base Month (as hereinafter defined).
 - i. "Consumer Price Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles-Anaheim-Riverside, California "All Items" (1982-84=100). In the event that at any time during the Term of the Agreement the Consumer Price Index is discontinued, the parties shall agree upon the use of the most comparable nationally recognized cost of living index then published by the United States government, with appropriate adjustment made for any change in the base year used for any such substitute index.
 - ii. "Adjustment Date" shall mean each one-year (1-year) anniversary of this Agreement.
 - iii. "Base Month" shall mean the calendar month immediately preceding the commencement of this Agreement.
- c. Any further increases to Employee's salary shall be limited to a merit-based percentage increase of no more than five percent (5%) annually. Such merit-based increases shall only be awarded by the General Manager.
- d. The District's Board of Directors, based on the General Manager's recommendation, may deem fit in its sole and absolute discretion to award merit-based one-time salary bonuses. However, the award of such bonuses does not create a right to such bonuses in subsequent years.
- e. Employee's compensation as the District's Engineering Program Manager shall be governed solely by this Agreement and shall not be affected by any changes in the compensation or benefits of any other District employee.

5. Additional Benefits.

Employee benefit cost allowances are based on recommendations included in the Board approved Koff & Associates Total Compensation Study.

- a. *Holidays.* Employee shall have the same scheduled holidays as approved by the Board of Directors for all District employees.
 - b. *Annual Leave.* Employee shall be entitled to twenty-three (23) days of annual leave without loss of compensation. Employee may take such annual leave in the year in which (and to the extent which) it is earned and may carry forward accrued but unused annual leave from one year to the next up to a maximum of six hundred (300) hours.
 - c. *Automobile Allowance.* **TBD**
 - d. *Administrative Leave.* Employee shall be granted/eligible to up to five (5) days of administrative leave per year without loss of compensation.
 - e. *Other Benefits.* Employee shall receive all other benefits of employment generally available to other employees of District when and as Employee becomes eligible for them, including but not limited to, group medical insurance, pension plans, and life insurance.
6. Travel and Expenses. Employee shall be reimbursed for all reasonable, necessary and ordinary Board approved travel expenses incurred in connection with Employee's duties, excluding travel between Employee's home and the District office. Said expenses may include expenses incurred in connection with professional growth activities approved by the Board of Directors and/or the representation of the District at professional conferences and meetings. In the event of reimbursement for use of his private automobile for District business, the rate of reimbursement shall be at the then-current rate allowed by the Internal Revenue Service for business mileage deductions.

7. Insurance.

- a. Employee shall be eligible to participate in the District's health, dental, vision, life and disability insurance on the same terms and conditions as these benefits are made available to other District employees.
- b. Any additional insurance benefits that may be granted to other District employees during the term of this Agreement shall also be granted to Employee.

- c. If for whatever reason, Employee choose not to participate or shall be ineligible in one or more of the District's insurance programs, the payments the District would normally make for that program on Employee's behalf shall be paid to Employee as additional compensation in lieu of benefit, but said compensation shall not be considered part of Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
 - d. If, at some subsequent time, Employee regains eligibility for any insurance program for which they were formally ineligible or chose not to participate , the District shall enroll Employee in the insurance program under the same terms and conditions as other District employees and shall discontinue payments of any compensation in lieu of benefit. The discontinuance of this compensation in lieu of benefit shall not have any material impact on Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
8. Retirement Contribution. Pursuant to the Total Compensation Study prepared by Koff & Associates, dated July 20, 2020, District shall make a contribution on behalf of Employee, of an amount equal to 16.5% of Employee's base annual salary, to a Deferred Compensation plan (457(b) account) in accordance with applicable law.
9. Duties. Employee's duties are any and all duties provided and described in Exhibit A.
10. At-Will Employment. Employee's employment at District is at-will and may be terminated by either party at any time for any reason or no reason upon written notice. Nothing in this Agreement shall prevent the District from terminating the Agreement and the services of Employee at its sole discretion.
11. Resignation. Employee may resign at any time and for any or no reason and thereby terminate this Agreement. Employee shall attempt to provide District with at least two (2) months written notice of their intent to resign. In the event Employee resigns, Employees shall not be entitled to any severance pay from District.
12. Termination without Cause. District has the right to terminate this Agreement at any time without any reason or providing any showing of cause.
- a. *Notice of Termination.* To affect termination without cause, the District shall provide Employee a written Notice of Termination.
 - b. *Termination Date.* The Notice of Termination shall specify the Termination Date which is the effective date of the termination. The Termination Date may be the same date as the Notice of Termination or some future date up to six (6) months from the date of the Notice of Termination.

- c. *No Additional Benefits.* Employee shall not earn any holiday, sick leave, retirement, vacation, or other benefits after the Termination Date.
- d. *No Appeal.* Employee shall not be entitled to an appeal or hearing of any kind prior to or following termination without cause, regardless of any contrary District rule or policy applicable to other District employees.
- e. *Severance Pay.* In consideration of the District's right to terminate the Agreement at-will and without cause, Employee shall receive severance pay equal to four (4) months of regular annual base salary. The rate of the annual base salary shall be the same for the entire period regardless of any increases that would have taken effect during the four-month period following the Termination Date if Employee's employment with the District had continued. Severance pay shall be paid to Employee no later than the Termination Date.

13. Termination for Cause.

- a. *Cause Defined.* "Termination for Cause" shall include but not be limited to:
 - i. Employee's willful and continued failure to perform their duties as set forth in this Agreement or as provided and described in "Engineering Program Manager" Job Classification, attached hereto as Exhibit A, or for disciplinary history;
 - ii. Employee's felony conviction or Employee's plea of "no contest" to a felony; and/or
 - iii. Employee's willful disclosure of material confidential information of District.
- b. *Determination.* The District may terminate this Agreement at any time for cause, following a determination by the District's General Manager.
- c. *Notice of Termination.* To affect a termination for cause, the District must provide Employee a written "Notice of Termination for Cause."
- d. *No Severance Pay.* In the event Employee is terminated for cause, Employee shall not be entitled to any severance pay.
- e. *Hearing.* Employee may request an evidentiary hearing before an administrative law judge to review the reasons for the General Manager's determination within 10 days of receipt of the Notice of Termination for Cause. The administrative law judge shall be selected by the Parties. At such hearing, the issue shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that

Employee would not be entitled to any Severance Pay. The District shall bear the cost of such a hearing. If the administrative law judge determines there was no sufficient evidentiary basis for a termination for cause, Employee shall be entitled to receive severance pay according to the provisions in Paragraph 12(e) of this Agreement. Under no circumstances shall Employee be entitled to reinstatement to his position as a result of such hearing.

14. Termination by Death or Incapacity. In the event Employee is rendered unable to perform the essential functions of their position even with the help of reasonable accommodations because of Employee's death, physical incapacity, or mental incapacity, this Agreement shall terminate. In the event of Employee's death, the District shall pay the Severance pay according to the provisions in Paragraph 12(e) of this Agreement to Employee's designee or estate.
15. Relationship on Termination. Except as expressly provided in this Agreement, neither the District nor Employee shall owe or have any obligations, responsibilities, or liabilities to the other party following the termination of this Agreement.
16. Waivers. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by District, and District shall be free to reinstate any such term or condition, with or without notice to Employee.
17. Assignment. This Agreement is Employee's personal undertaking and Employee may not transfer or assign any of their rights or responsibilities hereunder. District may assign this Agreement, subject to reasonable assurances provided to Employee that all financial commitment will be honored.
18. Notices. All notices provided for in this Agreement shall be directed to the parties at the addresses set forth below, by first-class mail, with postage prepaid on:

District:

Triunfo Water & Sanitation District
Attn: General Manager
1001 Partridge Drive, Suite 150
Ventura, CA 93003

Copy to:

Arnold LaRochelle Mathews VanConas & Zirbel LLP
Attn: John Mathews, General Counsel
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

Employee:

Timothy Doyle
1046 Heron Drive
Vista, CA 92081

19. Governing Law. This Agreement is executed and is intended to be performed in the State of California and the laws of that State shall govern its interpretation and effect.
20. Amendments. This Agreement is subject to amendment only if executed in writing and signed by both District and Employee.
21. Attorneys' Fees. In the event any lawsuit, action, arbitration or proceeding is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs of suit, to be determined by the court. The "prevailing party" shall be determined by the court, arbitrator or tribunal, whether or not the suit proceeds to final judgment.
22. Severability. If any of the provisions or restrictions of this Agreement are declared void or voidable by any court of competent jurisdiction in California, such declaration shall not affect the validity of the remaining provisions, which are deemed to be entirely separate and severable.
23. Binding Effect. All of the terms, covenants and agreements and conditions herein contained shall be binding upon and shall inure to the benefit of all the parties hereto, and their respective successors, heirs, executors, administrators and permitted assigns.
24. Headings. Any paragraph headings contained in this Agreement are for convenience and reference purpose only and shall under no circumstances affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, partner or partnership may require.
25. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all the covenants and agreements of the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no

other agreement, statement or promise not contained in this Agreement shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2020 at Ventura, Ventura County, California.

Timothy Doyle

Date

James Wall
Chairman, Board of Directors
Triunfo Water & Sanitation District

Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this October 1, 2020 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and Chi Hermann (“EMPLOYEE”). Together, DISTRICT and EMPLOYEE shall be referred to herein as Parties.

RECITALS

A. District operates and maintains a water distribution system, a wastewater collection and treatment system, and recycled water treatment and distribution system, and other appurtenant facilities (“District Facilities”) for the purposes of providing these services to the public.

B. District wishes to retain Employee to render management and analytical services for District Facilities.

C. Employee is experienced in the management and operation of water and waste water facilities and systems and is willing to provide the services required by District.

NOW, THEREFORE, in consideration of the mutual covenants and valuable consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Employment. Subject to the terms, provisions, and conditions of this Agreement, District hereby employs Employee and Employee hereby accepts employment with District as its Administrative Program Manager in connection with the District’s operation and maintenance of District Facilities. Employee agrees to devote substantially all of her time and attention in providing the services as provided and described in “Administrative Program Manager” Job Classification, attached hereto Exhibit A and incorporated to this Agreement herein, together with such administrative and management duties as may be required by District.
2. District’s Authority. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District from time to time, either orally or in writing, respecting performance of the services described below, and to carry out and to perform reasonable orders, directions and policies announced by District.
3. Term. Subject to the termination of this Agreement in the manner specified herein, the term of this Agreement shall commence on October 1, 2020 and shall remain in effect until Employee’s employment with the District is terminated by either Party according to the provisions for termination provided herein, or this Agreement is superseded by a new, fully executed employment agreement between District and Employee.

4. Compensation.

- a. District agrees to pay Employee and Employee shall accept for their services to the District, a base annual salary of \$74,910 based on 1,100 hours. District shall pay Employee such compensation bi-weekly, that may be amended and updated from time to time. All such compensation shall be subject to customary withholding taxes and other employment taxes as required with respect to compensation paid by an employer to employee.
- b. On each Adjustment Date (as hereinafter defined), the monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the calendar month immediately preceding the calendar month during which such Adjustment Date falls over the Consumer Price Index for the Base Month (as hereinafter defined).
 - i. "Consumer Price Index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles-Anaheim-Riverside, California "All Items" (1982-84=100). In the event that at any time during the Term of the Agreement the Consumer Price Index is discontinued, the parties shall agree upon the use of the most comparable nationally recognized cost of living index then published by the United States government, with appropriate adjustment made for any change in the base year used for any such substitute index.
 - ii. "Adjustment Date" shall mean each one-year (1-year) anniversary of this Agreement.
 - iii. "Base Month" shall mean the calendar month immediately preceding the commencement of this Agreement.
- c. Any further increases to Employee's salary shall be limited to a merit-based percentage increase of no more than five percent (5%) annually. Such merit-based increases shall only be awarded by the General Manager.
- d. The District's Board of Directors based on General Manager's recommendation may deem fit in its sole and absolute discretion to award merit-based one-time salary bonuses. However, the award of such bonuses does not create a right to such bonuses in subsequent years.
- e. Employee's compensation as the District's Administrative Program Manager shall be governed solely by this Agreement and shall not be affected by any changes in the compensation or benefits of any other District employee.

5. Additional Benefits.

Employee benefit cost allowances are based on recommendations included in the Board approved Koff & Associates Total Compensation Study.

Furthermore, employees working less than 32 hours per week or 1,664 annually are considered part-time and therefore, "Additional Benefits" are prorated at 50%.

- a. *Holidays.* Employee shall have the same scheduled holidays as approved by the Board of Directors for all District employees.
 - b. *Annual Leave.* Employee shall be entitled to twenty-three (23) days of annual leave without loss of compensation. Employee may take such annual leave in the year in which (and to the extent which) it is earned and may carry forward accrued but unused annual leave from one year to the next up to a maximum of six hundred (600) hours.
 - c. *Automobile Allowance.* **TBD**
 - d. *Administrative Leave.* Employee shall be granted/eligible to up to five (5) days of administrative leave per year without loss of compensation.
 - e. *Other Benefits.* Employee shall receive all other benefits of employment generally available to other employees of District when and as Employee becomes eligible for them, including but not limited to, group medical insurance, pension plans, and life insurance.
6. Travel and Expenses. Employee shall be reimbursed for all reasonable, necessary and ordinary Board approved travel expenses incurred in connection with Employee's duties, excluding travel between Employee's home and the District office. Said expenses may include expenses incurred in connection with professional growth activities approved by the Board of Directors and/or the representation of the District at professional conferences and meetings. In the event of reimbursement for use of his private automobile for District business, the rate of reimbursement shall be at the then-current rate allowed by the Internal Revenue Service for business mileage deductions.
7. Insurance.
- a. Employee shall be eligible to participate in the District's health, dental, vision, life and disability insurance on the same terms and conditions as these benefits are made available to other District employees.

- b. Any additional insurance benefits that may be granted to other District employees during the term of this Agreement shall also be granted to Employee.
 - c. If for whatever reason, Employee chooses not to participate or shall be ineligible in one or more of the District's insurance programs, the payments the District would normally make for that program on Employee's behalf shall be paid to Employee as additional compensation in lieu of benefit, but said compensation shall not be considered part of Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
 - d. If, at some subsequent time, Employee regains eligibility for any insurance program for which they were formally ineligible or chose not to participate, the District shall enroll Employee in the insurance program under the same terms and conditions as other District employees and shall discontinue payments of any compensation in lieu of benefit. The discontinuance of this compensation in lieu of benefit shall not have any material impact on Employee's base annual salary, as described in Paragraph 4(a) of this Agreement.
8. Retirement Contribution. Pursuant to the Total Compensation Study prepared by Koff & Associates, dated July 20, 2020, District shall make a contribution on behalf of Employee, of an amount equal to 16.5% of Employee's base annual salary, to a Deferred Compensation plan (457(b) account) in accordance with applicable law.
9. Duties. Employee's duties are any and all duties provided and described in Exhibit A.
10. At-Will Employment. Employee's employment at District is at-will and may be terminated by either party at any time for any reason or no reason upon written notice. Nothing in this Agreement shall prevent the District from terminating the Agreement and the services of Employee at its sole discretion.
11. Resignation. Employee may resign at any time and for any or no reason and thereby terminate this Agreement. Employee shall attempt to provide District with at least two (2) months written notice of their intent to resign. In the event Employee resigns, Employees shall not be entitled to any severance pay from District.
12. Termination without Cause. District has the right to terminate this Agreement at any time without any reason or providing any showing of cause.
- a. *Notice of Termination*. To affect termination without cause, the District shall provide Employee a written Notice of Termination.
 - b. *Termination Date*. The Notice of Termination shall specify the Termination Date which is the effective date of the termination. The Termination Date may be the same date as

the Notice of Termination or some future date up to six (6) months from the date of the Notice of Termination.

- c. *No Additional Benefits.* Employee shall not earn any holiday, sick leave, retirement, vacation, or other benefits after the Termination Date.
- d. *No Appeal.* Employee shall not be entitled to an appeal or hearing of any kind prior to or following termination without cause, regardless of any contrary District rule or policy applicable to other District employees.
- e. *Severance Pay.* In consideration of the District's right to terminate the Agreement at-will and without cause, Employee shall receive severance pay equal to four (4) months of regular annual base salary. The rate of the annual base salary shall be the same for the entire period regardless of any increases that would have taken effect during the four-month period following the Termination Date if Employee's employment with the District had continued. Severance pay shall be paid to Employee no later than the Termination Date.

13. Termination for Cause.

- a. *Cause Defined.* "Termination for Cause" shall include but not be limited to:
 - i. Employee's willful and continued failure to perform their duties as set forth in this Agreement or as provided and described in "Administrative Program Manager" Job Classification, attached hereto as Exhibit A, or for disciplinary history;
 - ii. Employee's felony conviction or Employee's plea of "no contest" to a felony; and/or
 - iii. Employee's willful disclosure of material confidential information of District.
- b. *Determination.* The District may terminate this Agreement at any time for cause, following a determination by the District's General Manager.
- c. *Notice of Termination.* To affect a termination for cause, the District must provide Employee a written "Notice of Termination for Cause."
- d. *No Severance Pay.* In the event Employee is terminated for cause, Employee shall not be entitled to any severance pay.
- e. *Hearing.* Employee may request an evidentiary hearing before an administrative law judge to review the reasons for the General Manager's determination within 10 days of

receipt of the Notice of Termination for Cause. The administrative law judge shall be selected by the Parties. At such hearing, the issue shall be limited solely to whether or not there is sufficient evidence to support a finding of termination for cause such that Employee would not be entitled to any Severance Pay. The District shall bear the cost of such a hearing. If the administrative law judge determines there was no sufficient evidentiary basis for a termination for cause, Employee shall be entitled to receive severance pay according to the provisions in Paragraph 12(e) of this Agreement. Under no circumstances shall Employee be entitled to reinstatement to his position as a result of such hearing.

14. Termination by Death or Incapacity. In the event Employee is rendered unable to perform the essential functions of their position even with the help of reasonable accommodations because of Employee's death, physical incapacity, or mental incapacity, this Agreement shall terminate. In the event of Employee's death, the District shall pay the Severance pay according to the provisions in Paragraph 12(e) of this Agreement to Employee's designee or estate.
15. Relationship on Termination. Except as expressly provided in this Agreement, neither the District nor Employee shall owe or have any obligations, responsibilities, or liabilities to the other party following the termination of this Agreement.
16. Waivers. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by District, and District shall be free to reinstate any such term or condition, with or without notice to Employee.
17. Assignment. This Agreement is Employee's personal undertaking and Employee may not transfer or assign any of their rights or responsibilities hereunder. District may assign this Agreement, subject to reasonable assurances provided to Employee that all financial commitment will be honored.
18. Notices. All notices provided for in this Agreement shall be directed to the parties at the addresses set forth below, by first-class mail, with postage prepaid on:

District:

Triunfo Water & Sanitation District
Attn: General Manager
1001 Partridge Drive, Suite 150
Ventura, CA 93003

Copy to:

Arnold LaRochelle Mathews VanConas & Zirbel LLP

Attn: John Mathews, General Counsel
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

Employee:

Chi Hermann
707 Via Zamora
Camarillo, CA 93010

19. Governing Law. This Agreement is executed and is intended to be performed in the State of California and the laws of that State shall govern its interpretation and effect.
20. Amendments. This Agreement is subject to amendment only if executed in writing and signed by both District and Employee.
21. Attorneys' Fees. In the event any lawsuit, action, arbitration or proceeding is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs of suit, to be determined by the court. The "prevailing party" shall be determined by the court, arbitrator or tribunal, whether or not the suit proceeds to final judgment.
22. Severability. If any of the provisions or restrictions of this Agreement are declared void or voidable by any court of competent jurisdiction in California, such declaration shall not affect the validity of the remaining provisions, which are deemed to be entirely separate and severable.
23. Binding Effect. All of the terms, covenants and agreements and conditions herein contained shall be binding upon and shall inure to the benefit of all the parties hereto, and their respective successors, heirs, executors, administrators and permitted assigns.
24. Headings. Any paragraph headings contained in this Agreement are for convenience and reference purpose only and shall under no circumstances affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, partner or partnership may require.
25. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all the covenants and agreements of the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no

representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2020 at Ventura, Ventura County, California.

Chi Hermann

Date

James Wall
Chairman, Board of Directors
Triunfo Water & Sanitation District

Date

TWSD Personnel Wages & Benefits

The salaries & benefits contained in this report is based on Koff & Associates recommendations and were calculated based on the median salary of the twelve comparators included in the Compensation Study.

Class Title	Hourly Rate			Monthly Compensation			Yearly Compensation		
	Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total
7, 8 General Manager	\$114.00	\$38.84	\$152.84	\$19,760	\$6,732	\$26,492	\$237,120	\$80,785	\$317,905
3, 7 Director of Finance	\$93.79	\$39.75	\$133.54	\$13,006	\$5,512	\$18,518	\$156,067	\$66,144	\$222,211
1, 3 Engineering Program Manager	\$82.92	\$37.18	\$120.09	\$11,498	\$5,155	\$16,653	\$137,974	\$61,861	\$199,836
1, 4 Administrative Program Manager	\$68.10	\$27.76	\$95.86	\$6,243	\$2,545	\$8,787	\$74,910	\$30,535	\$105,445
7, 8 Accountant	\$47.37	\$22.83	\$70.20	\$8,211	\$3,957	\$12,168	\$98,532	\$47,483	\$146,015
2, 5, 8, 9 Accounting Technician	\$29.98	\$18.63	\$48.60	\$5,196	\$3,229	\$8,425	\$62,352	\$38,746	\$101,098
2, 5 Clerk of the Board	\$48.83	\$25.00	\$73.83	\$4,232	\$2,167	\$6,399	\$50,784	\$26,000	\$76,784
2, 5, 6 Public Information Manager	\$53.84	\$27.45	\$81.29	\$4,666	\$2,379	\$7,045	\$55,992	\$28,550	\$84,542

NOTES:

1. Maximum Base Salary recommended by Koff & Associates were increased to make these positions hourly compensation equal to their current contract hourly rate.
2. Starts at entry level.
3. 3/4 time or 1,664 hours.
4. 1,100 hours equivalent to a part-time employee.
5. 1,040 hours equivalent to a part-time employee.
6. Possible contract employee.
7. Starts at top step.
8. Full-time employees.
9. There are three accounting technicians.

Class Title	Koff & Associates PROPOSED TOTAL MONTHLY COMPENSATION	Koff & Associates PROPOSED TOTAL ANNUAL COMPENSATION
General Manager	\$26,483	\$317,801
Director of Finance	\$22,371	\$268,455
Engineering Program Manager	\$19,672	\$236,067
Administrative Program Manager	\$15,652	\$187,828
Accountant	\$12,180	\$146,155
Accounting Technician	\$10,368	\$124,419
Clerk of the Board	\$15,852	\$190,228
Public Information Manager	\$17,414	\$208,967

This page is intentionally blank