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February 28, 2022

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

**TWSD CORE MANAGEMENT – OPERATIONS MANAGER CONTRACT**

**Summary**

Based on District Legal Counsel recommendation, the Triunfo Water & Sanitation District (District) Board approved a revised update to the District's business plan that included contracting separately with the core management (CM) group. The CM Group consists of the General Manager, Director of Finance, Operations Manager, Engineering Program Manager, and Administrative Program Manager. These employment contracts set forth base salaries and benefits based on the recommendations within the Koff and Associates job classifications and compensation studies previously conducted and approved by the Board. With the recent hiring of the Operations Manager, it is necessary to implement the same contractual arrangements as the other CM Group managers. Staff has drafted the required Contract and recommends the Board review and authorize the Chair to sign the Contract.


**Fiscal Impact:**

The cost for salary and benefits for the Operations Manager is not included in the District's Fiscal Year 2021-2022 Adopted Budget. The budget impact to fund this position will be monitored and may require a budget increase. Staff will bring this request back to the Board at a later date should an adjustment be necessary.

**Recommendation:**

It is recommended that the Board discuss the core management contract for the Operations Manager and authorize the Chair to sign and execute the Contract.

REVIEWED AND APPROVED:

  
\_\_\_\_\_  
Mark Norris - General Manager

Attachment: TWSD Operations Manager Contract

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## EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this January 25, 2022 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and David Rydman (“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 Operations 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 “Operations 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 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 \$168,521.60 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, 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 Operations 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-eight point seventy-five (28.75) 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.* The District shall provide all Full-Time Employees a monthly vehicle allowance of four-hundred dollars (\$400) for the purposes of purchasing and/or leasing, maintaining, repairing, and insuring a vehicle for such Employees to use for any and all purposes related to their District duties.
  - 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. Wellness Benefit.

- 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. These benefits and Cafeteria Plan are outlined in the District's Management and Other Unrepresented Employees Resolution.
- 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, unless Employee chooses to opt-out as provided in the District's Opt-Out provisions. 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 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 "Operations 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 100  
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:**

David Rydman  
60 Smoketree Ave.  
Oak Park, CA 91377

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 \_\_\_\_\_, 2022 at Ventura, Ventura County, California.

\_\_\_\_\_  
David Rydman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leon Shapiro  
Chairman, Board of Directors  
Triunfo Water & Sanitation District

\_\_\_\_\_  
Date

## EXHIBIT A

### Operations Manager Job Classification

**Class Title:** Operations Manager  
**Bargaining Unit:** Independent/Non-Contract  
**Class Code:** TBD  
**Salary:** TBD  
**FLSA:** Exempt  
**Revised:** November 2021

#### **DEFINITION**

Under general direction, assumes management responsibility for the operations, services, and activities of staff performing environmental compliance, wastewater source control, and potable water, wastewater, and recycled water system distribution and maintenance; oversees and manages the work of contractors performing specialized services; prepares and administers the field operations budget; ensures compliance with regulatory requirements in all service areas; provides technical support in the planning, design, and construction of field operations capital improvement projects; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the General Manager. Exercises direct supervision over technical and/or administrative staff; directs the work of consultants, and contractors.

#### **CLASS CHARACTERISTICS**

This management classification is responsible for planning, organizing, and directing the operations, services, and activities of the District's water, wastewater, and recycled water system distribution and maintenance. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities which include administration, evaluation, and the recommendation and implementation of policies, procedures, goals, objectives, priorities, and standards. The work involves a high-level of problem-solving requiring analysis of unique issues without precedent and/or structure, and formulating, presenting, and implementing strategies and recommendations for resolution. Employees serve as a specialist and liaison with other public agencies, private organizations, regulatory agencies, and members of the public. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

#### **EXAMPLE OF TYPICAL JOB FUNCTIONS** *(Illustrative only)*

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Assumes management responsibility for water/wastewater infrastructure operations and services including water distribution, electrical/instrumentation, paintings and coatings, mechanical, and collection systems maintenance; plans, organizes, directs and coordinates preventive, predictive and corrective maintenance programs.

- Directs and oversees regulatory compliance services needed to properly maintain the District's facilities and fleet, including any permitting requirements.
- Secures, monitors and manages service contracts for the operation and maintenance of the potable water, recycled water and wastewater systems.
- Selects, trains, motivates and directs assigned personnel; evaluates and reviews work for acceptability and conformance with standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Interprets District ordinances, policies, and applicable laws and regulations, and ensures services comply with the policies and strategic direction set by the General Manager, Board of Directors, and mandated regulations; coordinates the work of operations staff with other departments, agencies, contractors, and individuals.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned operations; identifies resource needs; recommends and implements policies and procedures, ensuring alignment with the District's strategic and operational plans.
- Develops methods and recommendations to improve operation and maintenance services; analyzes maintenance and operating costs and takes necessary action to ensure efficient operation.
- Manages and participates in the development and administration of the operations annual budget; directs the forecast of additional funds needed for staffing, consultants, contractors, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.
- Prepares and presents staff reports, documents or correspondence to boards, groups and/or committees; remains current on issues, trends and best practices in water/wastewater services.
- Prepares, negotiates, and manages Request for Qualifications and Request for Proposals for District projects; develops and technical specifications and plans for projects, equipment purchases, and consultant services; administers and manages contracts ensuring compliance with all requirements.
- Provides support in the planning, design, and construction of capital improvements in District infrastructure.
- Proposes and implements safe working practices and associated safety requirements; coordinates staff safety training; makes certain safety reports are properly prepared and submitted in a timely manner.
- Attends meetings, conferences, workshops, and training sessions; reviews publications and related materials to remain current on best practices and new developments in water/wastewater operations.
- Ensures that staff observe and comply with District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and practices of preventive, predictive and corrective maintenance.

- Principles and practices of contract negotiation and management.
- Principles and practices of budget development and management.
- Regulatory requirements for District operations.
- Principles, practices, methods, and maintenance requirements involved in water and wastewater system distribution, pumping, storage facilities, and related equipment.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- General principles of risk management related to assigned areas of responsibility.
- Mathematical skills.
- Record-keeping principles and procedures.
- District and mandated safety rules, regulations, and protocols.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

**Ability to:**

- Plan, direct, oversee, and manage the staff and operations of a comprehensive water and wastewater distribution system.
- Develop and implement goals and objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the District's field operations.
- Prepare, administer, and monitor assigned budgets.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively and evaluate performance in an objective and positive manner.
- Research, analyze and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with contractual obligations.
- Analyze complex operational and administrative problems, evaluate alternatives, and recommend or implement effective courses of action.
- Prepare clear and concise reports, correspondence, policies, procedures, and other documentation.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local policies, procedures, laws, and regulations.
- Effectively represent the District in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to a bachelor's degree in civil engineering, public administration or a related field and five years of increasingly responsible experience in managing water and/or wastewater plant and distribution operations, maintenance, and repair function, two of which should be in a supervisory or management capacity.

**Licenses and Certifications:**

- Possession of a valid California Driver's License to be maintained throughout employment.
- Possession of, or the ability to obtain, a Grade IV Distribution Operator Certificate to be maintained throughout employment.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

When working in a field environment, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to operate a motor vehicle and visit various District sites; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend; vision to inspect site conditions and work in progress. Fieldwork may require walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations.

**ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. When working in a field environment, employees are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.