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Board of Directors

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October 24, 2022

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

TWSD CORE MANAGEMENT CONTRACT AMENDMENTS

Summary

Based on District Legal Counsel recommendation, the Triunfo Water & Sanitation District (District) Board approved a revision to the District's business plan to provide for employment contracts 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 along with an annual provision for cost of living (COL) increases based on hiring date and the Consumer Price Index (CPI). In an effort to better plan for the budgetary process and avoid the potential for differing management COL adjustments resulting from different hiring dates, staff and Legal Counsel recommend the Board approve an amendment changing the Operations Manager's COL adjustment date from January 25, 2023, to October 1, 2022. This will ensure all management staff are on the same schedule for the October COL salary increase of 7.8%. In order to better align with the budget process, it is further recommended that the Board approve an amendment to each of the CM contracts thereby changing the future annual COL salary adjustment date to July 1st (using a CPI adjustment month of April).

Fiscal Impact

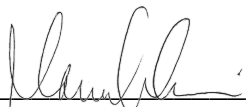
The Fiscal Year 2022-2023 Adopted Budget included an estimated 5% CPI increase in the amount of \$42,700. An additional \$15,600 budget adjustment is needed for the additional 2.8% CPI increase.

Recommendation

It is recommended the Board:

- A. Discuss and approve the core management contract amendments; and
- B. Approve and authorize the Director of Finance to make a budget adjustment in the amount of \$15,600 to the Salaries and Employee Benefits section of the FY2022-2023 Adopted Budget; and
- C. Authorize the Chair to sign and execute the Amendments; or

D. Provide direction to staff.

REVIEWED AND APPROVED: 
Mark Norris - General Manager

Attachments: TWSD Core Management Contract Amendments (5)

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made and entered into this October 24, 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 MARK S. NORRIS (“Employee”). Together, District and Employee shall be referred to herein as Parties.

RECITALS

A. The District has retained Employee to render management and analytical services pursuant to that certain Employment Agreement dated October 1, 2020 (“Agreement”).

B. The Agreement provides for an annual adjustment of Employee’s salary in an amount equal to the percentage increase in the Consumer Price Index. Consistent with all of the District’s employment agreements with management employees, the salary adjustment is effective on the annual anniversary of the Agreement. In the case of Employee, this adjustment currently occurs on October 1st of each calendar year.

C. For budgeting purposes, the District now wishes to set a uniform salary adjustment date for all management employees of July 1st of each calendar year. Employee is agreeable to such revised adjustment date.

D. This Amendment is for purposes of memorializing the new adjustment date and calculation of Employee’s annual salary adjustment.

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. Salary Adjustment. Section 5.b. of the Agreement is hereby deleted in its entirety and replaced with the following:

“b. On each Adjustment Date (as hereinafter defined), the then-current monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the annual percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the month of April immediately preceding the Adjustment Date.

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 July 1st of each year during the Term of this Agreement.

2. Entire Agreement. This Amendment contains the entire agreement between the parties regarding the subject matter of this Amendment, and this Amendment expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Mark S. Norris

Date

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

Date

**TRIUNFO WATER & SANITATION DISTRICT
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 4, 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.* 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.

- 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, 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 "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
[REDACTED]
[REDACTED]

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 29-Sep-2020,
2020 at Ventura, Ventura County, California.


Mark Norris (Sep 29, 2020 17:37 PDT)

Mark S. Norris

29-Sep-2020

Date


James Wall (Sep 29, 2020 17:19 PDT)

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

29-Sep-2020

Date



GENERAL MANAGER

Class Title: General Manager
Bargaining Unit: Independent/Non-Contract
Class Code: TBD
Salary: TBD
FLSA: Exempt
Revised: May 2020

DEFINITION

Under policy direction, plans, organizes, and provides administrative direction and oversight for all District functions and activities; District service areas include potable water, recycled water, and wastewater; provides policy guidance and program evaluation to the Board of Directors and management staff; fosters cooperative working relationships with state and local intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and general policy direction from the Board of Directors. Exercises direction and supervision over all District staff through subordinate level of management.

CLASS CHARACTERISTICS

The General Manager serves as the Chief Executive Officer of the District, accountable to the Board of Directors and responsible for the enforcement of all District, local, state, and federal codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the District's operations.

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.

- Plans, organizes, and administers programs, operations, and services of the District; coordinates and evaluates the work of the District in accordance with applicable laws, codes, and regulations, and adopted policies and objectives of the Board of Directors.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the District; develops administrative policies, procedures, and work standards to ensure that goals and objectives are met; that programs provide mandated services in an effective, efficient, and economical manner; and that Board of Directors' policy initiatives and directives are implemented.
- Oversees the preparation of the District's annual budget; authorizes directly or through staff, budget transfers, expenditures, and purchases; provides information regarding financial condition and needs to the Board of Directors.

General Manager

- Advises the Board of Directors on issues, programs, and financial status; prepares and recommends long- and short-term plans for District service provisions and funding; directs the development of specific proposals for action regarding current and future District needs.
- Represents the District and the Board of Directors in meetings with governmental agencies, community groups, and various business, profession, educational, regulatory, and legislative organizations, and with the media.
- Provides for contract services and agreements; conducts negotiations; ensures proper performance of obligations to the District; assumes responsibility for enforcement of all District, local, state, and federal codes, ordinances, and regulations.
- Oversees the selection, training, professional development, and work evaluation of District staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to management and staff.
- Directs the preparation of, and prepares, a correspondence, reports, policies, procedures, and other written materials.
- Attends all Board meetings and ensures that the Board of Directors is kept informed of District functions, activities, and financial status, and of legal, social, and economic issues affecting District activities.
- Directs the preparation of, and/or prepares, policies, procedures, reports and business documentation.
- Monitors changes in laws, regulations, and technology that may affect District operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquires and complaints and assists with resolutions and alternative recommendations.
- Ensures staff observe and comply with all District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operations and activities of a public agency providing potable water, recycled water, and wastewater services to the community.
- Administrative principles and practices, including goal setting, and program development, implementation, and evaluation.
- Principles and practices of strategic planning.
- Principles and practices of policy development and implementation.
- Principles and practices of public agency budget development, administration, and accountability.
- Current social, political, and economic trends affecting District operations.
- General principles of risk management as it relates to District operations.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Functions, authority, and responsibilities, of a Board of Directors.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

General Manager

- District and mandated safety rules, regulations, and protocols.
- 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, administer and evaluate District services and operations.
- Collaboratively provide highly complex support to, and implement the policies of, the District's Board of Directors.
- Oversee all District financial activities, including administering investments, the development and implementation of the budget, and the control of all expenditures and purchases.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Conduct negotiations and effectively represent the District in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Direct the preparation of, and prepare, clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local policies, procedures, laws, and regulations.
- 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 from accredited four-year college or university with major coursework in business or public administration, finance, engineering, or a related field and eight (8) years of progressively responsible administrative management experience in a senior management/ executive level capacity.

Licenses and Certifications:

- Possession of a valid California Driver's License 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 to operate a motor vehicle and visit various District sites; 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 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made and entered into this October 24, 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 VICKIE DRAGAN (“Employee”). Together, District and Employee shall be referred to herein as Parties.

RECITALS

A. The District has retained Employee to render management and analytical services pursuant to that certain Employment Agreement dated October 1, 2020 (“Agreement”).

B. The Agreement provides for an annual adjustment of Employee’s salary in an amount equal to the percentage increase in the Consumer Price Index. Consistent with all of the District’s employment agreements with management employees, the salary adjustment is effective on the annual anniversary of the Agreement. In the case of Employee, this adjustment currently occurs on October 1st of each calendar year.

C. For budgeting purposes, the District now wishes to set a uniform salary adjustment date for all management employees of July 1st of each calendar year. Employee is agreeable to such revised adjustment date.

D. This Amendment is for purposes of memorializing the new adjustment date and calculation of Employee’s annual salary adjustment.

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. Salary Adjustment. Section 5.b. of the Agreement is hereby deleted in its entirety and replaced with the following:

“b. On each Adjustment Date (as hereinafter defined), the then-current monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the annual percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the month of April immediately preceding the Adjustment Date.

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 July 1st of each year during the Term of this Agreement.

2. Entire Agreement. This Amendment contains the entire agreement between the parties regarding the subject matter of this Amendment, and this Amendment expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Vickie Dragan

Date

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

Date

**TRIUNFO WATER & SANITATION DISTRICT
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 4, 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 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 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.* 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.
- 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, 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 "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
[REDACTED]
[REDACTED]

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 29-Sep-2020, 2020 at Ventura, Ventura County, California.

Vickie Dragan
Vickie Dragan (Sep 30, 2020 09:05 PDT)

Vickie Dragan

30-Sep-2020

Date

James Wall
James Wall (Sep 29, 2020 17:17 PDT)

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

29-Sep-2020

Date



DIRECTOR OF FINANCE

Class Title: Director of Finance
Bargaining Unit: Independent/Non-Contract
Class Code: TBD
Salary: TBD
FLSA: Exempt
Revised: May 2020

DEFINITION

Under administrative direction, plans, directs, manages, and oversees the operations and activities of District's Finance, Human Resources, and Information Technology programs; functional areas of responsibility include the District's financial operations, human resources programs, and information technology services; serves as the Chief Financial Officer and District Treasurer; provides highly complex staff assistance to the General Manager; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the General Manager. Exercises direct supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a department director classification that oversees, directs, and manages all District Finance, Human Resources, and Information Technology services, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the General Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions, and activities, including the role of a Board of Directors, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering District goals and objects within general policy 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 full management responsibility for all finance and accounting programs and functions, including budgeting, treasury, cash management, financial analysis, accounts payable and receivable, payroll, purchasing, and contract management.

Director of Finance

- Develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the Department.
- Directs the development of the District's annual Operating and Capital Improvement Program budgets; manages the District's financial forecasting and cash flow programs.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Directs and oversees the District's human resources programs; areas of responsibility include, but are not limited to, recruitment and selection, classification, compensation, employee benefits, employee relations and labor relations; may act as the District representative in labor negotiations with employee organizations.
- Directs the preparation of, and/or prepares, and presents a wide variety of financial statement to District management and the Board of Directors; plans, directs, and oversees the production of a wide variety of financial reports and analyses for submission to various regulatory and governmental agencies.
- Manages and directs all activities related to the District's accounting function, including accounting information systems, payroll, accounts payable and receivable, fixed assets, cash receipts, and purchasing; ensures the timely processing of financial transactions.
- Manages and oversees the audit process; provides information to independent auditors; receives, reviews, and responds to audit findings; ensures that internal audits are conducted in a timely manner and that financial controls are properly implemented and monitored.
- Directs the investment of District funds; reviews and analyzes financial practices of outside institutions to determine impact of District operations related to investment policy.
- Directs the development and implementation of information processing systems to automate a variety of departmental functions; recommends new, revised, or improved policies, practices, and procedures related to the information technology function; provides strategic planning for District systems and equipment upgrades and replacement.
- Coordinates, advises, and negotiates a variety of contract, agreements, and cooperative arrangements with other governmental agencies, financial institutions, and outside private contractors.
- Represents the District to outside agencies, elected officials, and other community groups; explains and interprets departmental programs, policies, and procedures; responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Monitors changes in laws, regulations, and technology that may affect District or departmental operations; implements required policy and procedural changes.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the General Manager.
- Ensures staff observe and comply with all District and mandated safety rules, regulations, and protocols.
- When designated, serves in the capacity of General Manager in that individual's absence.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operations and services of multiple administrative functions including, but not limited to, finance, accounting, human resources, and information technology.

- Administrative principles and practices, including goal setting, and program development, implementation, and evaluation.
- Local government accounting, debt administration, financing, auditing, investment, monetary control, and cost accounting principles and methods.
- Sound financial management policies and procedures.
- Principles and practices of fiscal policy development and implementation.
- Generally Accepted Accounting Principles (GAAP), and best practices in the administration of accounting processes and financial reporting.
- Principles and practices of public agency budget development and administration.
- Public agency contracting and procurement policies and practices.
- Laws and regulations governing the handling of monies, bonds, and municipal bond issuance.
- Banking operations and accounting processes for cash management and investments.
- Human resources program management principles.
- Information technology concepts and strategies.
- General principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- District and mandated safety rules, regulations, and protocols.
- 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:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department.
- Provide administrative and professional leadership for the department and the District.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations.

- Conduct negotiations and effectively represent the District and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- 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 from accredited four-year college or university with major coursework in business or public administration, finance, accounting, or a related field and seven (7) years of progressively responsible experience in financial program administration, of which three (3) years should be in a management capacity.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- A CPA Certificate in the State of California is desirable.

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 to operate a motor vehicle and visit various District sites; 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 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made and entered into this October 24, 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. The District has retained Employee to render management and analytical services pursuant to that certain Employment Agreement dated January 25, 2022 (“Agreement”).

B. The Agreement provides for an annual adjustment of Employee’s salary in an amount equal to the percentage increase in the Consumer Price Index. Consistent with all of the District’s employment agreements with management employees, the salary adjustment is currently effective on the annual anniversary of the Agreement. In the case of Employee, this adjustment currently occurs on February 1st of each calendar year.

C. The adjustment date for all other management employees is currently October 1st of each calendar year. The District wishes to change Employee’s initial salary adjustment date to October 1, 2022, so it is consistent with the salary adjustment date of District’s other management employees.

D. Furthermore, for budgeting purposes during subsequent years, the District now wishes to set a uniform salary adjustment date for all management employees of July 1st of each calendar year.

E. Employee is agreeable to such revised salary adjustment dates.

F. This Amendment is for purposes of memorializing the new adjustment date and calculation of Employee’s annual salary adjustment.

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. Initial Salary Adjustment. Employee shall be entitled to an initial salary adjustment effective as of October 1, 2022, pursuant to Section 5.b. of the Agreement. Thereafter, Employee’s salary shall be adjusted in accordance Section 5.b. of the Agreement as amended by paragraph 2 of this Amendment.
2. Salary Adjustment. Section 5.b. of the Agreement is hereby deleted in its entirety and replaced with the following:

“b. On each Adjustment Date (as hereinafter defined), the then-current monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the annual percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the month of April immediately preceding the Adjustment Date

- 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 July 1st of each year during the Term of this Agreement.

3. Entire Agreement. This Amendment contains the entire agreement between the parties regarding the subject matter of this Amendment, and this Amendment expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

David Rydman

Date

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

Date

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


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 2/20/22, 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.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made and entered into this October 24, 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 TIMOTHY DOYLE (“Employee”). Together, District and Employee shall be referred to herein as Parties.

RECITALS

A. The District has retained Employee to render management and analytical services pursuant to that certain Employment Agreement dated October 1, 2020 (“Agreement”).

B. The Agreement provides for an annual adjustment of Employee’s salary in an amount equal to the percentage increase in the Consumer Price Index. Consistent with all of the District’s employment agreements with management employees, the salary adjustment is effective on the annual anniversary of the Agreement. In the case of Employee, this adjustment currently occurs on October 1st of each calendar year.

C. For budgeting purposes, the District now wishes to set a uniform salary adjustment date for all management employees of July 1st of each calendar year. Employee is agreeable to such revised adjustment date.

D. This Amendment is for purposes of memorializing the new adjustment date and calculation of Employee’s annual salary adjustment.

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. Salary Adjustment. Section 5.b. of the Agreement is hereby deleted in its entirety and replaced with the following:

“b. On each Adjustment Date (as hereinafter defined), the then-current monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the annual percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the month of April immediately preceding the Adjustment Date.

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 July 1st of each year during the Term of this Agreement.

2. Entire Agreement. This Amendment contains the entire agreement between the parties regarding the subject matter of this Amendment, and this Amendment expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Timothy Doyle

Date

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

Date

**TRIUNFO WATER & SANITATION DISTRICT
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 4, 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 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 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 (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.
- 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 "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

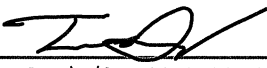
Employee:

Timothy Doyle



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 29-Sep-2020,
2020 at Ventura, Ventura County, California.



Timothy Doyle (Sep 29, 2020 18:39 PDT)

Timothy Doyle

29-Sep-2020

Date

James Wall

James Wall (Sep 29, 2020 17:17 PDT)

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

29-Sep-2020

Date



ENGINEERING PROGRAM MANAGER

Class Title: Engineering Program Manager
Bargaining Unit: Independent/Non-Contract
Class Code: TBD
Salary: TBD
FLSA: Exempt
Revised: May 2020

DEFINITION

Under general direction, plans, assigns, and reviews the work of staff and consultants engaged in engineering construction management and inspection activities for the District's capital improvement programs; reviews and approves engineering drawings, plans and specifications for the District systems and facilities; coordinates engineering operations with outside agencies and private organizations; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises direct and general supervision over technical and/or administrative staff, consultants, and contractors, as needed.

CLASS CHARACTERISTICS

This classification is responsible for planning, organizing, and directing engineering and construction management operations for the District's capital improvement program and projects. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include program administration, evaluation, and the recommendation and implementation of engineering and construction management 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 for engineering operations, with regular contact and interaction with District senior management positions, 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.

- Plans, assigns, and reviews the work of subordinate professional/technical staff and consultants engaged in construction management and inspection activities; reviews and approves capital improvement projects for District systems and facilities; analyzes and evaluates bids and

- specifications for construction work and materials; investigates and evaluates construction materials and equipment; enforces specifications, regulations, and District policy and ordinances.
- Plans, assigns, and reviews the work of subordinate engineers, consultants, and technical staff engaged in engineering project design and development; identifies critical engineering issues; outlines the scope of work for projects; supervises the collection/analysis of data and preparation of reports; prepares and delivers presentations to the Board of Directors on issues and resolution of same.
 - Oversees engineering construction management operations; coordinates with local and state agencies during design and construction phases; provides engineering support for CEQA requirements and documentation, and in the mitigation of environmental impact for District projects; reviews and recommends approval of change orders.
 - Prepares, and/or oversees the preparation of, master plans and preliminary designs for water and wastewater systems and facilities; ensures compliance with technical design, calculations, standards and specifications on all project phases.
 - Assists in District and capital improvement budget preparation; determines budget components such as staff time, materials, and equipment to be funded and estimated costs; continuously monitors project budget against estimated projections and reports on any variances.
 - Investigates field problems affecting project design and construction, contractor work performance, and related project matters; responds to citizen inquiries and complaints; provides information to the public on District projects.
 - Attends Board of Directors meetings; prepares reports and recommendations on the District's engineering programs and construction management operations, and responds to Board questions, concerns and issues.
 - Provides technical assistance to operations staff on project related matters; reviews and coordinates schedules for process improvements, new materials and equipment, and pilot testing to facilitate project implementation.
 - Prepares, negotiates, and manages request for qualifications and request for proposals for District projects; develops legal and technical specifications and plans for projects and equipment purchases; prepares Board memos and recommendations for the award of construction contracts, equipment purchases, and consultant services; administers and manages contracts ensuring compliance with all requirements.
 - Attends meetings, conferences, workshops, and training sessions; reviews publications and related materials to remain current on best practices and new developments in engineering and construction management operations.
 - Ensures that staff observe and comply with District and mandated safety rules, regulations, and protocols.
 - Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Civil engineering principles, techniques, policies, and procedures as they relate to water and wastewater infrastructure, systems and facilities.
- Methods, materials, and techniques used in the construction of water and wastewater projects and facilities.
- Principles and practices of capital improvement project budgeting, cost estimation, and funding sources.
- Principles and practices of project management including resource and budget management.
- Bidding requirements for public agency projects.

- Construction management principles and practices.
- Contract administration principles and practices.
- Principles and practices of technical and administrative report development.
- Techniques and equipment used in the design, construction and maintenance of water and wastewater systems utilities projects.
- Project permitting and approval processes with other multiple stakeholder agencies.
- Change order management practices.
- Methods of researching engineering and design issues, evaluating alternatives, and making sound recommendations.
- Record-keeping principles and procedures.
- District and mandated safety rules, regulations, and protocols.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility
- 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:

- Oversee and implement complex engineering research projects, analyze complex problems, evaluate alternatives, make sound recommendations, and prepare technical staff reports.
- Prepare, interpret, and explain engineering construction plans, technical drawings, specifications, and contract documents.
- Serve as a project manager on a diverse range of capital improvement projects.
- Prepare and negotiate project scopes of work.
- Evaluate potential construction and operational risks and provide recommendations for risk mitigation.
- Plan, organize, assign, review, and evaluate the work of assigned staff; train staff in work procedures
- Develop and administer contracts for professional services a public agency setting.
- Oversee and direct the work of contractors during the construction management phases of projects.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Examine discrepancies from as-built drawings to contract specifications and determine actions needed to rectify discrepancies.
- 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.
- Establish and maintain 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 from an accredited four-year college or university with major coursework in civil engineering or a related field and five (5) years of progressively responsible experience managing engineering design and construction projects.

Licenses and Certifications:

- Possession of a valid California Driver's License to be maintained throughout employment.
- A Professional Engineering (PE) license is desirable.

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 assigned to field inspection, 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. The job involves fieldwork requiring frequent 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. Employees also work in the field and 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.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is made and entered into this October 24, 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 CHI HERMANN (“Employee”). Together, District and Employee shall be referred to herein as Parties.

RECITALS

A. The District has retained Employee to render management and analytical services pursuant to that certain Employment Agreement dated October 1, 2020 (“Agreement”).

B. The Agreement provides for an annual adjustment of Employee’s salary in an amount equal to the percentage increase in the Consumer Price Index. Consistent with all of the District’s employment agreements with management employees, the salary adjustment is effective on the annual anniversary of the Agreement. In the case of Employee, this adjustment currently occurs on October 1st of each calendar year.

C. For budgeting purposes, the District now wishes to set a uniform salary adjustment date for all management employees of July 1st of each calendar year. Employee is agreeable to such revised adjustment date.

D. This Amendment is for purposes of memorializing the new adjustment date and calculation of Employee’s annual salary adjustment.

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. Salary Adjustment. Section 5.b. of the Agreement is hereby deleted in its entirety and replaced with the following:

“b. On each Adjustment Date (as hereinafter defined), the then-current monthly salary payable to Employee under this Agreement shall be adjusted by an amount equal to the salary times the annual percentage increase, if any, in the Consumer Price Index (as hereinafter defined) for the month of April immediately preceding the Adjustment Date.

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 July 1st of each year during the Term of this Agreement.

2. Entire Agreement. This Amendment contains the entire agreement between the parties regarding the subject matter of this Amendment, and this Amendment expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties regarding those matters.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

Chi Hermann

Date

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

Date

**TRIUNFO WATER & SANITATION DISTRICT
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 4, 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.

- 1,092
- a. District agrees to pay Employee and Employee shall accept for their services to the District, a base annual salary of \$74,910.00 based on ~~4,100~~ 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 Board.
 - 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.* Not eligible.
- 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.

- 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, 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 "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


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 29-Sep-2020,
2020 at Ventura, Ventura County, California.

Chi Hermann

Chi Hermann (Sep 30, 2020 09:05 PDT)

Chi Hermann

30-Sep-2020

Date

James Wall

James Wall (Sep 29, 2020 17:18 PDT)

James Wall

Chairman, Board of Directors

Triunfo Water & Sanitation District

29-Sep-2020

Date



ADMINISTRATIVE PROGRAM MANAGER

Class Title: Administrative Program Manager

Bargaining Unit: Independent/Non-Contract

Class Code: TBD

Salary: TBD

FLSA: Exempt

Revised: May 2020

DEFINITION

Under general direction, plans, organizes, and directs the District administrative services and programs; areas of responsibility include, but are not limited to, administration, finance, budget, legal and regulatory compliance; oversees, conducts, and/or participates in studies of new and existing programs and special projects; researches and analyzes operational, fiscal, and technical data to determine program feasibility, evaluate operations, and increase efficiency; analyzes practices and procedures and makes recommendations for administrative and operational improvements; coordinates assigned activities with other divisions, outside agencies, and the general public; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises direct and general supervision over technical, and/or administrative staff, consultants, and contractors as needed.

CLASS CHARACTERISTICS

This classification is responsible for planning, organizing, and directing District administrative services and programs. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include program administration, analysis, evaluation, and the recommendation and implementation of District 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 District senior management positions, 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.

- Plans and participates in the development and implementation of goals, objectives, policies, and priorities for District administrative operations; researches, implements, and administers policies, procedures, and changing business practices and processes.

- Supervises, conducts, and/or participates in studies of new and existing programs and special projects; researches and analyzes operational, fiscal, and technical data determine feasibility, evaluate operations, and increase efficiency; develops program and project scope, descriptions, and implementation plans; consults with staff, management, and outside agencies; develops recommendations for operational, policy, and/or procedural changes; participates in program and project implementation and monitoring of activities.
- Authors administrative, management, operational, staff, legal, and regulatory reports including the preparation of conclusions, recommendations, and forecasts for submission to management, the Board of Directors, and external entities; develops formats to facilitate clear understanding and interpretation of information and materials to be presented.
- Attends all Board meetings and provides information/clarification as needed; prepares reports, board packets, memos, and recommendations for the award of consultant services; represents the District in designated internal and external meetings; participates in committees and/or task forces as assigned.
- Initiates solicitations, including requests for proposal and qualifications; develops legal and technical specifications and plans for projects; facilitates pre-proposal meetings; coordinates and participates in the evaluation of submittals; drafts and reviews terms and conditions of agreements; negotiates and executes contracts; prepares and submits Board agenda items for contract approval; administers and manages contracts and consultants ensuring compliance with all requirements.
- Participates in planning, assigning, and reviewing the work of engineers, consultants, and technical staff engaged in analyses and studies of engineering projects and programs; outlines the scope of work for projects; supervises the collection and analysis of data and preparation of reports.
- Collaborates and provides technical assistance to operations to ensure regulatory compliance; reviews construction plans and specifications as necessary; prepares mandated regulatory reports, charts, and correspondence; monitors and advises management of changes and impact of current and/or proposed legislation and regulations relevant to District interests.
- Develops and monitors assigned budget(s), including developing revenue projections, multi-year cash flow analyses, and cost containment strategies; collects and analyzes financial data; reviews and analyzes funding requests and allocation changes to assigned budget(s); analyzes variances and recommends corrective measures; creates data tracking and reporting systems.
- Develops, organizes, and directs the maintenance of assigned records maintenance systems and databases; ensures data integrity; establishes and modifies procedures related to systems and database maintenance; periodically reviews and purges files in accordance with the records retention policy.
- Attends and participates in professional group meetings; stays abreast of new trends, technologies, best practices and innovations in administrative and operational program management.
- Serves as a liaison to employees, public, and private organizations, community groups, and other organizations; provides information and assistance to the public regarding the assigned projects, programs, and activities; receives and responds to complaints and questions relating to assigned areas of responsibility; reviews problems and recommends corrective actions.
- Observes and complies with District and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Theories, principles, and practices of public administration as it relates to operational effectiveness, efficiencies and compliance with mandated requirements.
- Principles and practices of budget development and administration.
- Financial program management strategies.
- Concepts or organizational assessment.
- Sources of information related to a broad range of District programs, projects, services, and administration, including but not limited to finance, budgeting, procurement, government relations, legal, and policy development.
- Methods of quantitative and qualitative analyses to evaluate assigned projects, programs, and activities.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and practices of sound financial and operational management policies and procedures.
- Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.
- Research, statistical, analytical, and reporting methods, techniques, and procedures.
- Recent and on-going developments, current literature, and sources of information related to the operations of the District.
- 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:

- Develop goals, objectives, policies, procedures, and work standards for the District's administrative functions.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Independently identify, plan, and conduct management, financial, administrative, and operational studies.
- Develop improvements in operations, procedures, policies, or methods to achieve optimal efficiencies.
- Perform quantitative and qualitative analyses to evaluate assigned projects, programs, and activities.
- Conduct research on a wide variety of program topics and analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.

- 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.
- Establish and maintain 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 legal, 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 from an accredited four-year college or university with major coursework in business or public administration, finance, or a related field and five (5) years of progressively responsible experience in administrative or financial program management.

Licenses and Certifications:

- None.

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 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.