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January 23, 2023

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

TWSD CORE MANAGEMENT – ADMINISTRATIVE PROGRAM MANAGER

Summary

At the December 19, 2022, Triunfo Water & Sanitation District (District) Board meeting, the Board approved the hiring of a full-time Administrative Program Manager (APM) to replace the current APM, Chi Hermann, due to her retirement effective January 31, 2023. The new APM, Michael Castro, was selected as the most qualified candidate through a recently completed recruitment process. In addition to the workload currently assigned to this position, Mr. Castro will assume responsibility for several work areas now being addressed by the Director of Finance. Although this position was initially assigned work on a part-time basis, due to expanding workload the Board approved making this full-time employment. Staff and District Legal Counsel have drafted the required Contract and recommends the Board review and authorize the Chair to sign the Contract for the new Administrative Program Manager.

Fiscal Impact:

The cost for salary and benefits for a full-time Administrative Program Manager is included in the District's Fiscal Year 2022-2023 Adopted Budget.

Recommendation:

It is recommended that the Board approve the core management contract for the Administrative Program Manager, Michael Castro, and authorize the Chair to sign and execute the Contract.

REVIEWED AND APPROVED:


Mark Norris - General Manager

Attachment: Employment Contract for Administrative Program Manager

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EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this January 9, 2023 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and Michael Castro ("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 January 9, 2023, 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 \$153,212 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 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.
- 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-seven (27) 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
370 Westlake Blvd, Suite 100
Westlake Village, CA 91362

Copy to:

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

Employee:

Michael Castro
1383 Rancho Lane
Thousand Oaks, CA 91362

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 _____,
2023 at Ventura, Ventura County, California.

Michael Castro

Date

Jane Nye
Chair, Board of Directors
Triunfo Water & Sanitation District

Date

EXHIBIT A

Administrative Program Manager Job Classification

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.

Discuss supervisory responsibilities.

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.