



# TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

## Board of Directors

Janna Orkney, Chair

Susan Pan, Vice Chair

Leon Shapiro, Director

Raymond Tjulander, Director

James Wall, Director

*Providing Outstanding Service Since 1963*

May 20, 2019

Board of Directors  
Triunfo Sanitation District  
Ventura County, California

## **AMENDMENT NO. 1 TO TSD CONTRACT NO. T18-001: STEPHEN'S VIDEO & PHOTOGRAPHY**

### **Summary**

On February 25, 2018, the Board of Directors of Triunfo Sanitation District (TSD) voted to approve the videotaping of District Board meetings and the posting of those videos on the TSD website. The District subsequently entered into Contract No. T18-001 with Stephen's Video & Photography to provide the videotaping and related services. That contract is set to expire on June 30, 2019.

If the Board wishes to continue the videotaping and posting of meeting videos on the District website, Contract T18-001 needs to be extended, and additional compensation needs to be added to the not-to-exceed amount (currently \$11,000). Staff contacted Stephen Bigilen, owner of Stephen's Video & Photography and confirmed his willingness to continue providing the videotaping services for another year at the same rate as stated in the original contract (\$500 per Board meeting).

Staff drafted Amendment No. 1 to Contract T18-001. This amendment provides for the following:

1. Extends the contract term through June 30, 2020;
2. Adds \$9,000 to the not-to-exceed amount for a total of \$20,000; and
3. Includes a provision for execution in counterparts to enable review and execution by electronic means (e.g., email, fax).

A copy of the proposed Amendment (and related Exhibit) is attached. It has been reviewed and approved by legal counsel as to form.

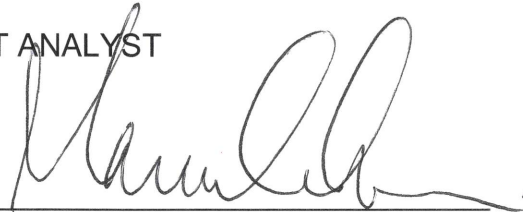
**Recommendation**

Assuming that the Board wishes to continue the videotaping of TSD Board meetings and the posting of those videos on the District website, it is recommended that the Board review and approve the proposed Amendment No. 1 to TSD Contract No. T18-001. If you have questions, please call me at (805) 658-4608 or email [sandywarren@vrsd.com](mailto:sandywarren@vrsd.com).



SANDY WARREN – MANAGEMENT ANALYST

REVIEWED AND APPROVED:



Mark Norris - General Manager

Attachment: Proposed Amendment No. 1 to TSD Contract No. T18-001

**TRIUNFO SANITATION DISTRICT  
CONTRACT NO. T18-001-1**

**AMENDMENT NO. 1 TO CONTRACT NO. T18-001  
AGREEMENT FOR VIDEOTAPING AND RELATED SERVICES  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
STEPHEN'S VIDEO & PHOTOGRAPHY**

THIS AMENDMENT is made and entered into this 4 day of April 2019, by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and STEPHEN'S VIDEO & PHOTOGRAPHY, a sole proprietorship ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as parties.

**RECITALS**

A. On March 26, 2018, DISTRICT and CONTRACTOR entered into TSD Contract No. T18-001, "Agreement for Videotaping and Related Services between Triunfo Sanitation District and Stephens Video & Photography" ("Agreement"), wherein CONTRACTOR agreed to provide DISTRICT with videotaping and related services for DISTRICT's Board of Directors meetings.

B. DISTRICT and CONTRACTOR acknowledge and agree that additional time and compensation are necessary to continue the videotaping and related services, and that this can be accomplished by amending Contract T18-001 accordingly.

C. DISTRICT and CONTRACTOR mutually desire to amend the Agreement, as provided below.

**AMENDMENT**

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. The parties agree the following language shall replace the original provisions of Article 2: Term of Contract:

"Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this Agreement shall automatically terminate on June 30, 2020."

2. The Parties agree the following language shall replace the original provisions of Article 6.B.: Payment to Contractor:

"Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall be increased by \$9,000 from \$11,000 to \$20,000 and shall not exceed \$20,000 without prior written amendment hereto."

3. The parties agree that the following shall be added as Article 19 to the Agreement:

"ARTICLE 19: EXECUTION IN COUNTERPARTS: This Agreement may be executed in one or

more counterparts which, taken together, shall be deemed one and the same document. The Parties' signatures to this Agreement transmitted by facsimile or electronic mail transmission shall be deemed binding."

**4. Integrated Contract.** A copy of the original Agreement (TSD Contract No. T18-001) is attached hereto as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO SANITATION DISTRICT

By \_\_\_\_\_  
JANNA ORKNEY  
Chairman, Board of Directors

By \_\_\_\_\_  
STEPHEN BIGILEN  
Owner

By \_\_\_\_\_  
MARK NORRIS  
General Manager

APPROVED AS TO FORM:  
ARNOLD, LAROCHELLE, MATHEWS,  
VANCONAS & ZIRBEL, LLP

By \_\_\_\_\_  
JOHN M. MATHEWS  
Legal Counsel for DISTRICT

ATTEST:

By \_\_\_\_\_  
JULIET RODRIGUEZ  
Clerk of the Board

# **EXHIBIT 1**

## **TRIUNFO SANITATION DISTRICT**

### **CONTRACT NO. T18-001**

#### **AGREEMENT FOR VIDEOTAPING AND RELATED SERVICES**

#### **BETWEEN**

#### **TRIUNFO SANITATION DISTRICT**

#### **AND**

#### **STEPHEN'S VIDEO & PHOTOGRAPHY**

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of March 2018 by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and STEPHEN'S VIDEO & PHOTOGRAPHY, a sole proprietorship, hereinafter "CONTRACTOR." Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

#### **RECITALS**

A. DISTRICT has the need to engage the specialized services of a CONTRACTOR to perform videotaping and related services for DISTRICT's Board of Directors meetings.

B. DISTRICT has selected CONTRACTOR, as best qualified, based on its representations, skills, and experience with the type of work required. The selection procedure is in conformance with the provisions of DISTRICT Resolution No. T01-05, Pertaining to Purchase of Supplies, Equipment & Services; CONTRACTOR Contracting Procedure; and Disposition of Surplus Personal Property.

C. CONTRACTOR represents it possesses the necessary skills and experience to perform the required videotaping and related services and is willing to contract with DISTRICT.

D. The Parties enter into this Agreement to set forth their respective rights and obligations.

#### **AGREEMENT**

#### **ARTICLE 1: WORK STATEMENT**

A. CONTRACTOR agrees to provide videotaping and related services for DISTRICT's Board of Directors meetings as described in Exhibit "A" Statement of Work, attached and incorporated herein by reference.

B. CONTRACTOR agrees to use its best professional efforts in providing videotaping and related services to DISTRICT in a timely and responsive manner and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to assigned project(s).

#### **ARTICLE 2: TERM OF CONTRACT**

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2019.

#### **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended or created by this Agreement and the relationship of CONTRACTOR to DISTRICT is that of an independent

contractor. DISTRICT is not expected nor required to make any payroll deductions, provide Workers' Compensation Insurance coverage, provide health benefits, or make any other employee-related deductions or contributions to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods, and procedures for performing the services set forth in this Agreement and as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT, but shall not be responsible for the means, methods, and procedures of other contractors.

C. CONTRACTOR, pursuant to this Agreement, is rendering professional services only, and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: COMPLIANCE WITH LAWS**

CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

#### **ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS**

CONTRACTOR agrees that all dealings of the Parties under this Agreement shall be confidential, and no video recording, report, data, information, or communication developed, prepared, or assembled by CONTRACTOR under this Agreement, or any information made available to CONTRACTOR by DISTRICT, shall be revealed, disseminated or made available by CONTRACTOR to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All video recordings, data, calculations, reports, and other materials developed, prepared, completed, or acquired by CONTRACTOR during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

#### **ARTICLE 6: PAYMENT TO CONTRACTOR**

A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONTRACTOR and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. When possible, such invoice shall include the name and title of each person performing work, date, and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$11,000 without written amendment hereto.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONTRACTOR's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONTRACTOR's services performed. DISTRICT shall provide CONTRACTOR with written documentation of completion of work along with final payment.

#### **ARTICLE 7: MODIFICATION**

No change to this Agreement may be made except by a written amendment mutually agreed to and signed by CONTRACTOR and DISTRICT.

#### **ARTICLE 8: SUSPENSION OR TERMINATION OF CONTRACT**

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONTRACTOR specifically acknowledges and agrees that DISTRICT may suspend or terminate CONTRACTOR's services at any time, with or without cause, regardless of whether CONTRACTOR's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONTRACTOR shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing of the job. Such additional time shall not exceed ten percent (10%) of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONTRACTOR's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONTRACTOR may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONTRACTOR, all video recordings, reports, specifications, and appurtenant data shall be delivered by CONTRACTOR to DISTRICT and may be used by DISTRICT.

#### **ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify, and hold harmless DISTRICT, and its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims, and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR's negligent performance of this Agreement (including, but not limited to, such liability, cost, damage, loss, claim, or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), regardless of the active or passive negligence of DISTRICT, except where such liability, damages, costs, losses, claims, or expenses are caused solely by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

DISTRICT shall defend, protect, indemnify, and hold harmless CONTRACTOR, its officers, agents, and employees, from and against any and all claims and demands, loss of liability of any kind or nature which CONTRACTOR, its officers, agents, or employees, may sustain or incur or which may be imposed on it or any of them for injury to or death of persons or damage to property, as a result of or arising out of any claims related to DISTRICT's obligations under this contract, but only to the extent and to the full extent of DISTRICT's insurance coverage under its comprehensive liability policy.

#### **ARTICLE 10: INSURANCE**

A. CONTRACTOR shall provide and keep in effect, during the term of this Agreement, Comprehensive Automobile Liability insurance policies with combined single limit coverage of \$300,000 for personal injury, death, or property damage.

B. Comprehensive General Liability insurance policies with combined single limit coverage of \$1,000,000 for any personal injury, death, or property damage.

C. CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

#### **ARTICLE 11: SUBCONTRACTORS**

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONTRACTOR to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 12: NOTICES**

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONTRACTOR:   STEPHEN'S VIDEO & PHOTOGRAPHY  
Stephen Bigilen, Owner  
5200 Kanan Rd. Suite 206  
Agoura Hills, CA 91301

To DISTRICT:       TRIUNFO SANITATION DISTRICT  
Finance and Administration  
1001 Partridge Drive, Suite 150  
Ventura, CA 93003

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

#### **ARTICLE 13: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

#### **ARTICLE 14: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 15: TERMS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

**ARTICLE 16: INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein as though fully set forth.

**ARTICLE 17: CALIFORNIA LAW**


This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that, should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 18: ADDITIONAL PROVISIONS**

CONTRACTOR agrees that no regular employee of DISTRICT shall be employed by its firm during the period that this Agreement is in effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO SANITATION DISTRICT

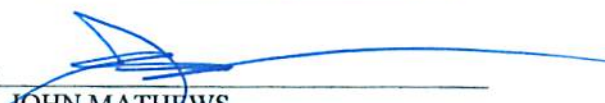
By   
\_\_\_\_\_  
MICHAEL PAULE  
Chairman, Board of Directors

By   
\_\_\_\_\_  
MARK NORRIS  
General Manager

STEPHEN'S VIDEO & PHOTOGRAPHY

By   
\_\_\_\_\_  
STEPHEN BIGILEN  
Owner

APPROVED AS TO FORM:  
ARNOLD, LAROCHELLE,  
MATHEWS, VANCONAS & ZIRBEL, LLP

By   
\_\_\_\_\_  
JOHN MATHEWS  
Legal Counsel for District

**EXHIBIT A**  
**STATEMENT OF WORK**

CONTRACTOR shall provide videotaping and related services for DISTRICT as follows:

- Task 1: Using 1-2 high-definition video cameras and appropriate microphone(s), videotape designated DISTRICT Board meetings, which are typically held on the fourth Monday of each month, beginning at 5:15 p.m. at the Oak Park Library, 899 Kanan Road, Oak Park, CA 91377. Note: the date, location, and number of meetings are subject to change, based on holiday schedules and the discretion of the DISTRICT Board of Directors.
- Task 2: Compress the finished digital video file to 640 x 360 to facilitate posting on the DISTRICT's website.
- Task 3: Insert PowerPoint slides as necessary to enhance the content of the meeting videos.
- Task 4: Provide DISTRICT staff with an emailed list of the start times of each meeting agenda item.
- Task 5: Superimpose agenda item number titles on the finished video.
- Task 6: Within two business days of each meeting, deliver the finished video to DISTRICT (via FTP upload or hand delivery on digital media).

**The above services shall be provided by CONTRACTOR to DISTRICT for a flat fee of \$500 per Board meeting, plus applicable sales tax (estimated at \$47.50 per video).**