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December 16, 2019

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

**TWSD CORE MANAGEMENT SERVICE CONTRACT NO. T19-008 – DOYLE
CONSULTING SERVICES**

Summary

In an effort to minimize conflict of interest concerns, the Triunfo Water & Sanitation District (TWSD) Board directed staff to move forward with the development of a TWSD Core Management Team. This Team is comprised of independent contractors and a consultant currently working under The PRD Group, Inc., namely, Tim Doyle. In the continuing effort to provide the District with the most efficient contracting options, staff is recommending that the District contract services directly with Tim Doyle, commencing January 1, 2020. Recently, Mr. Doyle has offered to provide the same scope of services outside of The PRD Group as an independent contractor through Doyle Consulting Services. There would be no change in the relationship with the District as Mr. Doyle would continue to perform the same support efforts through the direct contract. Staff recommends the Board approve the contract TWSD No. T19-008 with Doyle Consulting Services with a term ending June 30, 2019.

District Legal Counsel has drafted the respective contract and has approved it as to form and content.

Please contact me at (805) 658-4621 or marknorris@triunfowsd.com if you have any questions.

Fiscal Impact

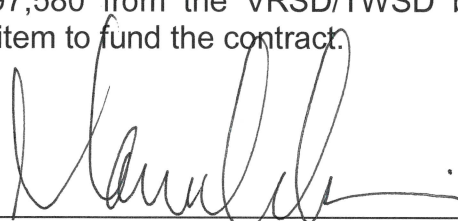
Funding for TWSD Contract No. T19-008 through FY 2019-2020, is currently included in the Adopted FY 2019-2020 Budget under the PRD contract. Funding for the Doyle Consulting Services contract will be facilitated by transferring the previously authorized funds of \$97,580 for the PRD contract to the Doyle Consulting Services contract. No Budget increase is required. As with other previously approved Core Management Team contracts, VRSD will also markup the Doyle Consulting Services contract 15% to cover consultant overhead.

Recommendation

It is recommended that the Board:

- A. Authorize the Chair to sign TWSD Contract No. T19-008 for Doyle Consulting Services to provide management, engineering, and analytical services for the District's projects and operations with a term to June 30, 2020
- B. Direct staff to transfer \$97,580 from the VRSD/TWSD budget to the TWSD Professional Services line item to fund the contract.

REVIEWED AND APPROVED:



Mark Norris - General Manager

Attachment: TWSD Contract No. T19-008

**TRIUNFO WATER & SANITATION DISTRICT
CONTRACT NO. T19-008**

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
DOYLE CONSULTING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 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 DOYLE CONSULTING SERVICES (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT has a need to engage the specialized services of a CONSULTANT to provide DISTRICT with management and analytical services.

B. DISTRICT intends to engage and has selected CONSULTANT to provide such management and analytical services as its Board of Directors and General Manager may direct.

C. DISTRICT and CONSULTANT set forth the duties and obligations of each party under the terms of this Agreement.

AGREEMENT

ARTICLE 1: WORK STATEMENT

A. CONSULTANT shall provide the consulting services described in the Scope of Services, which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Scope of Services.

ARTICLE 2: TERM OF CONTRACT

This Agreement shall commence as of January 1, 2020 and, 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, CONSULTANT 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, 2020.

This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the parties. The CONSULTANT, on behalf of the DISTRICT’s Board of Directors

("BOARD"), shall prepare, in a form approved by the DISTRICT Counsel, and sign the extension agreement(s) at the beginning of each of the four fiscal years; if, and only if, the BOARD has approved the annual amount of each contract extension in the DISTRICT Operating Budget for that fiscal year. The annual amount for this Agreement and for each contract extension to this Agreement shall be established pursuant to Article 5 of this Agreement. The DISTRICT recognizes that under certain circumstances, the CONSULTANT may be unable to continue in his role as Analyst/Engineering Consultant or choose to terminate this Agreement for reasons beyond his control. In such an event, CONSULTANT will make a reasonable effort to provide the DISTRICT with ninety (90) days notice to terminate this Agreement.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation insurance coverage or health benefits or retirement benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services.

ARTICLE 4: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT, except those done in the ordinary course of business and within the scope of CONSULTANT acting as DISTRICT's Analyst/Engineering Consultant. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement. All documents and data referred to herein shall remain the property of the DISTRICT.

CONSULTANT shall provide, to DISTRICT, copies of original source electronic files (e.g., Microsoft Word or Excel files, AutoCAD DWG files, etc.) of all work completed as part of this Agreement. Such files shall not be protected or otherwise have restricted access.

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein for the initial term of this Agreement, which shall be deemed to be from January 1, 2020 until

June 30, 2020, DISTRICT shall pay CONSULTANT fees for his services at the rate of \$119.00 per hour plus any reasonable expenses.

On or prior to the thirtieth (30th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice to the DISTRICT and VRSD (for processing only) in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. For purposes of this paragraph, the DISTRICT shall be deemed to be the Chair of this DISTRICT's Board of Directors or an individual designated by the Chair. Such approvals shall not be unreasonably withheld. In the event that the invoice is not approved within ten (10) days from the date of submission, it shall be deemed approved. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT 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. The parties agree that before each fiscal year during the term of this Agreement, CONSULTANT shall provide to DISTRICT a budget of CONSULTANT's estimated total fees to be paid for that fiscal year. In the event that CONSULTANT anticipates that the amount budgeted will not be sufficient for the work to be done in a given fiscal year, the DISTRICT may consider a budget adjustment.

C. CONSULTANT shall be entitled to an increased hourly rate for any of the four extensions, if, and only if, the increased hourly rate has been explicitly and specifically approved by the DISTRICT Board of Directors in their approved annual operating budgets for that year.

D. The basic salary of \$119.00 per hour, provided for herein, shall be adjusted annually to reflect the increase in the cost of living during the previous year by adding to that basic salary an amount obtained by multiplying the basic salary by the percentage by which the level of the consumer price index for the Los Angeles-Long Beach-Anaheim metropolitan area as reported for the last day of that annual period by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of June 1, 2019. However, in no event shall the basic salary be increased by more than five percent (5%) in any annual adjustment. In other words, the annual adjustment to the basic salary shall be the lesser of five percent (5%) or the increase in the consumer price index as calculated herein.

E. Following the end of each year of this Agreement, and within ten (10) days after the release by the Bureau of Labor Statistics of the figures for that year, the DISTRICT shall pay to CONSULTANT the amount of any additional compensation to which CONSULTANT is entitled by reason of the adjustment provided above.

ARTICLE 6: TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (payment of which is not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT 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 CONSULTANT's negligence or wrongful acts in 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 CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

CONSULTANT shall provide and keep in effect during the term of this Agreement Comprehensive Automobile Liability insurance policies with combined single limit coverage of at least \$500,000 for personal injury, death, or property damage. CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work.

ARTICLE 9: SUBCONSULTANTS/ASSIGNMENT

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT, except that CONSULTANT may assign this agreement to an entity wholly owned and controlled by CONSULTANT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 10: 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 CONSULTANT: DOYLE CONSULTING SERVICES
c/o Timothy Doyle
1046 Heron Dr.
Vista, CA 92081

To DISTRICT: ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP
Attn: Triunfo Water & Sanitation District, John Mathews, General
Counsel
300 E. Esplanade Drive, Suite 2100
Oxnard, California 93036

With a copy to: TRIUNFO WSD BOARD OF DIRECTORS, CHAIR

c/o Arnold LaRochele Mathews VanConas & Zirbel LLP
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

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 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, 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 12: 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 13: TERMS

No alteration or amendment 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 14: 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

TRIUNFO WATER & SANITATION
DISTRICT

DOYLE CONSULTING SERVICES

By: _____
JANNA ORKNEY, Chair
Board of Directors

By: _____
TIMOTHY DOYLE,
its President

ATTEST

By: _____
JULIET RODRIGUEZ,
Clerk of the Board

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

By: _____
JOHN M. MATHEWS,
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By: _____
MARK S. NORRIS,
General Manager

EXHIBIT A
Scope of Services

STATEMENT OF WORK FOR DOYLE CONSULTING SERVICES

The following, subject to DISTRICT modification, deletion or addition, specifies the work statement and scope of work to be performed by CONSULTANT.

- CONSULTANT shall receive direction from the General Manager and provide for professional administrative and analytical support. Duties include, but may not be limited to, the following:
- Provide assistant with cooperative ventures for projects with outside agencies in the rehabilitation of water/wastewater/recycled water systems
- Project technical and administrative support for various public relations or DISTRICT outreach/customer service programs
- Provide technical support for DISTRICT-requested reporting or modifications to existing facilities and procedural policies
- Maintain project coordination with DISTRICT staff and other consultants
- Analyzes practices and procedures and makes recommendations for organization, operational, policy, and procedural improvements
- Assists in developing policies, procedures, and administrative control systems
- Develops, summarizes, and maintains administrative and fiscal records
- Prepares financial and statistical reports including budget analysis and tracking
- Maintains and updates various DISTRICT plans, policies and ordinances
- Provides statistical analysis on various fiscal and operational parameters
- Provides support of regulatory related issues
- Other duties as requested by the BOARD