



Providing Outstanding Service Since 1963

Board of Directors

James Wall, Chair
Raymond Tjulander, Vice Chair
Jane Nye, Director
Janna Orkney, Director
Leon Shapiro, Director

December 28, 2020

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

AMENDMENT NO. 1 TO TWSD CONTRACT NO. T20-004 WITH DEBRA WEST FOR ADMINISTRATIVE TRAINING SUPPORT SERVICES

Summary

At the June 22, 2020, Triunfo Water & Sanitation District (District) Board Meeting, your Board approved TWSD Contract No. T20-004 with Debra West to provide training and continued support for the Tax Roll and Will Serve process. These services were in support of the District's plan to assume in-house responsibility for the overall finance function as part of the approved transition plan. Ms. West was tasked with providing training to designated TWSD personnel that would be assuming these duties once the transition was completed. Due to higher than anticipated demands on District management staff, Ms. West has been tasked with more effort than initially planned to keep the Will Serve and Tax Roll activities fully staffed. As such, she has about \$4,000 remaining on the original \$16,250 contract. To avoid any impacts to District customers and to ensure her availability in the upcoming personnel transition, staff is recommending an additional \$15,000 be added to the contract via the amendment being presented. Staff expects that these additional funds should suffice for the smooth transition when the District hires new employees to assume Ms. West's role and her contract is phased out of the process.

District Legal Counsel has reviewed the Amendment 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.

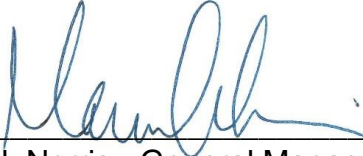
Fiscal Impact

Funding for this Amendment, TWSD Contract No. T20-004-1, is not included in the FY20-21 Adopted Budget. However, staff is not requesting a budget adjustment at this time due to potential cost savings that may develop to cover all or a portion of the amended contract and associated VRSD administrative fee. Staff will review the budget impact later in the fiscal year to determine the need for an adjustment. Additionally, a portion of these services is offset by the fees the District collects as part of these services. To date, approximately \$3,500 in fees has been collected from the application/review process.

Recommendation

It is recommended that the Board authorize the Chair to sign TWSD Contract No. T20-004-1 for Debra West to continue to provide training and administrative support for the District's Will Serve and Tax Roll processes with total compensation not-to-exceed \$31,250.

REVIEWED AND APPROVED:



Mark Norris - General Manager

Attachment: TWSD Contract No. T20-004-1

CONTRACT NO. T20-004-1

**AMENDMENT NO. 1 TO CONTRACT NO. T20-004
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
DEBRA WEST**

THIS AGREEMENT (“Agreement”) is made and entered into this 28th day of December, 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 DEBRA WEST (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT and CONSULTANT entered into TWSD Contract No. T20-004 (Exhibit A), “Agreement for Consulting Services between Triunfo Water & Sanitation District and Debra West” (“Agreement”), wherein CONSULTANT agreed to provide DISTRICT with specialized services for accounting and administrative training services as its Board of Directors and General Manager may direct.

B. DISTRICT and CONSULTANT now desire to enter into this Amendment No. 1 to TWSD Contract No. T20-004 in order to change CONSULTANT’S amount of compensation.

C. DISTRICT and CONSULTANT 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. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein
- 2. Compensation.** Article 5, Section B., is hereby amended and replaced as follows: “Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed \$31,250 annually without written amendment hereto.”

[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 DEBRA WEST

By: _____
 JAMES WALL, Chair
 Board of Directors

By: _____
 DEBRA WEST,
 Principal

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

CONTRACT NO. T20-004

AGREEMENT FOR CONSULTING SERVICES BETWEEN TRIUNFO WATER & SANITATION DISTRICT AND DEBRA WEST

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 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 DEBRA WEST ("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 accounting and administrative training services.

B. DISTRICT intends to engage and has selected CONSULTANT to provide such accounting and administrative training 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 Proposal for Services, which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use her 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 Proposal for Services.

ARTICLE 2: TERM OF CONTRACT

This Agreement shall commence as of July 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, 2021.

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 her role or choose to terminate this Agreement for reasons beyond her 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 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, DISTRICT shall pay CONSULTANT fees for her services at the rate of \$65.00 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. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$16,250 annually without written amendment hereto.

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

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 \$300,000 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: DEBRA WEST
4182 Trailcrest Drive
Moorpark, CA 93021

To DISTRICT: FINANCE AND ADMINISTRATION
Attn: Triunfo Water & Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003

With a copy to: ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP
Attn: John Mathews
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 DEBRA WEST

James Wall
By: James Wall (Jun 23, 2020 07:57 PDT)
JAMES WALL, Chair
Board of Directors

Debra West
By: Debra West (Jul 1, 2020 16:14 PDT)
DEBRA WEST,
Principal

ATTEST

Juliet Rodriguez
By: Juliet Rodriguez (Jun 23, 2020 08:10 PDT)
JULIET RODRIGUEZ,
Clerk of the Board

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

[Signature]
By: John Mathews (Jul 1, 2020 14:16 PDT)
JOHN M. MATHEWS,
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

[Signature]
By: Mark Norris (Jul 1, 2020 14:21 PDT)
MARK S. NORRIS,
General Manager

EXHIBIT A

TO: TRIUNFO WATER & SANITATION DISTRICT
MARK NORRIS - GENERAL MANAGER

FROM: DEBRA WEST

DATE: JUNE 1, 2020

RE: PROPOSAL FOR SERVICES

OVERVIEW

Debra West is pleased to submit this proposal for services to support Triunfo Water and Sanitation District (TWSD) in achieving its goals of transitioning the sewer recordkeeping, customer service, and tax roll submission functions in-house by providing training and support.

Objective

To maintain quality customer service and recordkeeping during the transition.

Proposal

- Train and provide support on processing Will Serve letters and tenant improvements
- Train and provide support on creating the tax roll data and documentation for the submission to the County of Ventura
- Train and provide support on other duties such as Bell Canyon Extension refunds and Woolsey fire rebuild requests

Training and support will be provided on an "as needed basis" via remote channels. If on site training is required, arrangements can be made to facilitate such request.

Training Functionality and Ability

Triunfo Water and Sanitation District (TWSD) must provide remote access to the server that houses TWSD's emails, phone calls, online folders, and the GP database. Transaction processing abilities must also be allowed.


PRICING

The rate of my services is as follows:

- \$65/hour up to 250 hours for a total of \$16,250
- If onsite representation is required, all reasonable travel expenses will be reimbursed by TWSD, including but not limited to airfare, auto, per diem, and lodging

If you have questions on this proposal, feel free to contact me at your convenience by email at Debbie.West3@live.com or by phone at 805-551-7614.

Thank you for your consideration,



Debra West