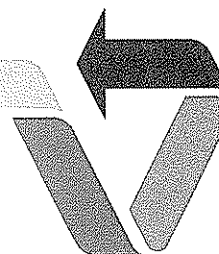


VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



A Public
Waste
Management
Agency

October 27, 2011

Board of Directors
Ventura Regional Sanitation District
Ventura, CA 93003

VRSD CONTRACT NO. 10-010-4 – DEBI ANDERSON

Summary:

The District entered into a contract with Debi Anderson on May 28, 2010, for specialized services for routine and transitional administrative type work for the Operations and Finance Departments. The initial contract was for \$5,000 for a term expiring December 31, 2010, under the Director of Finance's authority. The contract was subsequently amended to increase the contract amount for a not to exceed amount of \$10,000 and extended the term to June 30, 2012. Staff is requesting an amendment to the contract to amend the Scope of Services and increase the contract amount by \$5,000 for a not to exceed amount of \$15,000.

Background:

The District entered into a contract with Debi Anderson upon her retirement from the District. Ms. Anderson was contracted to perform routine transitional and administrative services related to Operations and Finance. The initial contract amount was for \$5,000 for a term expiring December 31, 2010. The contract was subsequently amended to increase the contract amount for a not to exceed amount of \$10,000 and extended the term to June 30, 2012. Ms. Anderson was recently asked to assist with the administration of the Bell Canyon Grinder Pump System and organizing the Toland Road Landfill Phase 3B Liner construction files. She will also assist with the submittal of sewer assessments for the 2012 property tax rolls and conduct research on new properties. Staff is requesting an amendment to the contract to amend the Scope of Services and increase the contract amount by \$5,000 for a not to exceed amount of \$15,000.

If you have any questions, please contact me at 805-658-4674 or email sallycoleman@vrsd.com.

Fiscal Impact:

Appropriation is included in the Professional Services of the appropriations in Fiscal Year 2012 adopted budget.

Ventura County • **CITIES:** Camarillo • Fillmore • Ojai • Oxnard • Port Hueneme • San Buenaventura • Santa Paula • Thousand Oaks

SPECIAL DISTRICTS: Camarillo Sanitary • Camrosa Water • Channel Islands Beach Community Services • Montalvo Municipal Improvement •

Ojai Valley Sanitary • Saticoy Sanitary • Triunfo Sanitation • Ventura County Waterworks Nos. 1 and 16

Printed on Recycled Paper

Item 9-1

Recommendation:

It is recommended the Board:

1. Authorize the Chairman to sign Contract No. 10-010-4 with Debi Anderson to amend the Scope of Services of Contract No. 10-010 and increase the amount by \$5,000 for a not to exceed amount of \$15,000.



SALLY COLEMAN, DIRECTOR OF OPERATIONS

Enc.

APPROVED FOR THE NOVEMBER 3, 2011 AGENDA *Chickie Dragan for*
Mark Lawler, General Manager

CONTRACT NO. 10-010-4

**AMENDMENT NO. 4 TO CONTRACT NO. 10-010
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DEBI ANDERSON**

THIS AGREEMENT is made and entered into this 3rd day of November 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and DEBI ANDERSON, an independent consultant, hereinafter "CONSULTANT."

RECITALS

A. On the 28th day of May 2010, a certain contract hereinafter referred to as Contract No. 10-010, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

B. On the 3rd day of January 2011, a certain contract hereinafter referred to as Contract No. 10-010-1, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

C. On the 14th day of February 2011, a certain contract hereinafter referred to as Contract No. 10-010-2, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

D. On the 2nd day of June 2011, a certain contract hereinafter referred to as Contract No. 10-010-3, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

E. DISTRICT and CONSULTANT have agreed that amended scope of services and compensation are necessary to complete the work and can be accomplished by amending Contract No. 10-010 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-010, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original Exhibit A, Scope of Services, to Contract No. 10-010:

"Consultant is under contract for routine transitional and administrative services related to Operations and Finance, including the administration of the Bell Canyon Grinder Pump System and organizing the Toland Road Landfill Phase 3B Liner construction files. Consulting services will include assistance with the submittal of sewer assessments for the 2012 property tax rolls and research on new properties."

The parties agree the following language shall replace the original provisions of Article 6: Payment to Consultant

“A. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall be increased by \$5,000.00 and shall not exceed \$15,000.00 without written amendment hereto.”

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

APPROVED AS TO FORM: ARNOLD, BLEUEL
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

VENTURA REGIONAL SANITATION
DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

DEBI ANDERSON

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
DEBI ANDERSON

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance 7/0 _____

Fiscal Technician _____

Exhibit "I"

CONTRACT NO. 10-010

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DEBI ANDERSON

THIS AGREEMENT is made and entered into this 28th day of May 2010 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and DEBI ANDERSON, an independent consultant "CONSULTANT."

RECITALS

- A. DISTRICT has the need to engage the specialized services of a consultant for routine and transitional administrative type work for operation and finance department.
- B. CONSULTANT has demonstrated that she possesses the necessary skills and experience to perform the required services and is willing to contract with DISTRICT.
- C. This Agreement is in accord with DISTRICT's Purchasing Resolution No. 89-13 adopted November 9, 1989.
- D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: WORK STATEMENT

- A. CONSULTANT shall provide consulting services for DISTRICT with regard to special assignments related to DISTRICT's administrative and record keeping functions as described in Exhibit "A" attached.
- 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 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, 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 December 31, 2010.

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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 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 results will be satisfactory to DISTRICT but shall not be responsible for the means, methods, and procedures of other consultants. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT 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

CONSULTANT 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 CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT 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 CONSULTANT with this Agreement.

ARTICLE 5: 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 without the prior written consent of DISTRICT. 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.

ARTICLE 6: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "B" attached and incorporated by reference herein. On or prior to the tenth day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT 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 CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. 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 there from all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$5,000.00 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 7: CHANGE ORDERS

No change to Exhibit "A" hereto, or to any other provision of this Agreement, may be made except by a written amendment signed by CONSULTANT and DISTRICT.

ARTICLE 8: SUSPENSION OR 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 suspend or terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT'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, CONSULTANT 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 the job. Such additional time shall not exceed ten percent 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 CONSULTANT's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT 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 CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

ARTICLE 9: 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 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 CONSULTANT, 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.

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DISTRICT shall defend, protect, indemnify and hold harmless CONSULTANT, his officers, agents and employees, from and against any and all claims and demands, loss of liability of any kind or nature which CONSULTANT, his officers, agents, employees, may sustain or incur or which may be imposed on him 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

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

Comprehensive Automobile Liability insurance policies with combined single limit coverage of \$300,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificate 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 CONSULTANT 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 CONSULTANT: Debi Anderson
3176 Strathmore Dr.
Ventura, CA 93003

To DISTRICT: VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003

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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 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 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

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

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

VENTURA REGIONAL SANITATION DISTRICT

DEBI ANDERSON

By *Vickie Dragan*
VICKIE DRAGAN, Director of Finance

By *Debi Anderson*
DEBI ANDERSON

INTERNAL USE ONLY

Principal Analyst *[Signature]* 5/27/10

Finance Manager *[Signature]* 5/27/10

Director of Finance _____

Fiscal Technician _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant is under contract for routine transitional and administrative services related to Operations and Finance. Consulting services will include assistance with the submittal of sewer assessments for the 2011 property tax roles, research on new properties and transition to a new sewer assessment database.

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Debi Anderson 10-010-3

Exhibit "B"

Schedule of Rates

Administrative Services

\$30/Hour

**Mileage
\$0.375/Mile**

Extra Services

Negotiated

Documentation of Charges

Professional Charges

Provide task, date and number of hours worked. Hours billed shall be in 15 minute increments.

Mileage

Provide log of date, mileage, destination, purpose and task.

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CONTRACT NO. 10-010-1

AMENDMENT NO. 1 TO CONTRACT NO. 10-010
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DEBI ANDERSON

THIS AGREEMENT is made and entered into this 3rd day of January 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and DEBI ANDERSON, an independent consultant, hereinafter "CONSULTANT."

RECITALS

A. On the 28th day of May 2010, a certain contract hereinafter referred to as Contract No. 10-010, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

B. DISTRICT and CONSULTANT have agreed that additional and is necessary to complete the work and can be accomplished by amending Contract No. 10-010 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-010, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

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, 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, 2011.

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

VENTURA REGIONAL SANITATION DISTRICT

DEBI ANDERSON

By *Vickie Dragan*
VICKIE DRAGAN, Director of Finance

By *Debi Anderson*
DEBI ANDERSON

INTERNAL USE ONLY

Principal Analyst *J. H. 1/31/11*

Finance Manager *L. P. 1/31/11*

Director of Finance _____

Fiscal Technician _____

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CONTRACT NO. 10-010-3

**AMENDMENT NO. 3 TO CONTRACT NO. 10-010
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DEBI ANDERSON**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and DEBI ANDERSON, an independent consultant, hereinafter "CONSULTANT."

RECITALS

A. On the 28th day of May 2010, a certain contract hereinafter referred to as Contract No. 10-010, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

B. On the 3rd day of January 2011, a certain contract hereinafter referred to as Contract No. 10-010-1, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

C. On the 14th day of February 2011, a certain contract hereinafter referred to as Contract No. 10-010-2, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

D. DISTRICT and CONSULTANT have agreed that additional time is necessary to complete the work and can be accomplished by amending Contract No. 10-010 accordingly.

AMENDMENT


NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-010, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

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

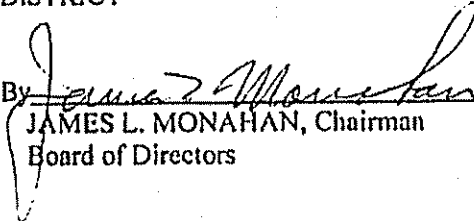
"Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2012."

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

APPROVED AS TO FORM: ARNOLD, BLEUEL
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

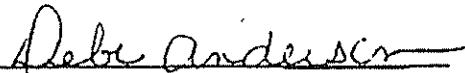
VENTURA REGIONAL SANITATION
DISTRICT

By 
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

By 
JOSIE GUZMAN, Clerk of the Board

DEBI ANDERSON

By 
DEBI ANDERSON