May 4, 2017

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF VRSD CONTRACT NO. 12-002-7 WITH MARK S. NORRIS CONSULTING, LLC FOR PROFESSIONAL MANAGEMENT SERVICES IN FISCAL YEAR 2016-2017; APPROVAL OF APPROPRIATIONS THEREFOR; AND APPROVAL OF VRSD CONTRACT NO. 17-011 WITH MARK S. NORRIS CONSULTING, LLC FOR PROFESSIONAL MANAGEMENT SERVICES BEGINNING IN FISCAL YEAR 2017-2018

RECOMMENDATION

It is recommended that the Board:

1. Approve, and authorize the Board Chair to sign, proposed VRSD Contract No. 12-002-7, Amendment No. 7 to Contract No. 12-002, with Mark S. Norris Consulting, LLC, increasing the total amount of Contract No. 12-022 by an amount not to exceed $71,148.

2. Direct the VRSD General Manager to process the Fiscal Year 2016-2017 budgetary transactions necessary to revise the following appropriations:

INCREASE: Professional Services	(25-100-100100-52080)	$71,148
INCREASE: Revenue Sales	(25-110-121100-40100)	$81,821

3. Approve, and authorize the Board Chair to sign, proposed VRSD Contract No. 17-011 with Mark S. Norris Consulting, LLC in the amount of $258,720, effective July 1, 2017, subject to the Board's subsequent approval of this amount for this purpose in the FY 2017-2018 VRSD Budget.

FISCAL IMPACT

Contract No. 12-002-7
The additional estimated expense of $71,148 will increase the VRSD's expense budget by that amount, and the additional revenue of $81,121 will increase the VRSD's revenue budget by that amount. The difference between the expense and revenue budget adjustments represents the recovery of VRSD administrative costs in the amount of 15% pursuant to existing contracts between VRSD and the Triunfo Sanitation District (TSD) and between VRSD and the Saticoy Sanitary District (SSD).

Contract No. 17-011
Staff will place the estimated expense of $258,720 and the estimated revenue of $297,528 in VRSD's Fiscal Year 2017-2018 Budget. The difference between the expense and the revenue amounts represents the recovery of VRSD administrative costs in the amount of 15% pursuant to existing contracts between VRSD and TSD and between VRSD and SSD. Contract No. 17-011 will only become effective upon approval of the VRSD Fiscal Year 2017-2018 Budget which will include an amount of $258,720 for this purpose in Account No. 25-100-100100-52080.

BACKGROUND/ANALYSIS

VRSD has provided comprehensive management, operations, and maintenance services to TSD for their water and wastewater systems since the 1970's. These services are detailed in VRSD Contract No. 15-014, which was approved by the VRSD Board on June 4, 2015.

SSD owns a wastewater collection and treatment system in Saticoy, and VRSD has provided comprehensive administrative, management, professional, operational, and maintenance services on behalf of the SSD Board since the 1970's. These services are detailed in VRSD Contract No. 09-028, which was approved by the VRSD Board on September 3, 2009.

Since January 2012, VRSD has provided a General Manager to both TSD and SSD through a consulting contract with Mark S. Norris Consulting, LLC. In this role, Mr. Norris provides all of the coordination and communication necessary to carry out the Boards' direction by working closely with VRSD staff and outside consultants. The Boards of these two agencies are very satisfied with the services that Mr. Norris is providing through VRSD and desire that Mr. Norris continue in that role. (For example, see Attachment No. 1, a letter from the TSD Board to VRSD.)

It is important to note that, pursuant to Contract No. 15-014 with TSD, the TSD Board has the sole discretion to choose the General Manager that VRSD hires to serve the TSD Board. Further, the contract terms, including the salary, shall be acceptable to the TSD Board. This language requires the VRSD Board to be responsive to the desires and direction of the TSD Board when providing General Manager services to TSD.

Contract No. 12-002-7
The VRSD Board approved Contract No. 12-002-6, Amendment No. 6 to Contract No. 12-002, with Mark S. Norris Consulting, LLC on July 7, 2016, adding $235,000 to the existing contract for services during Fiscal Year 2016-2017 and extending the contract to June 30, 2017. (See Attachment No. 2, Contract No. 12-002-6.)

During the current fiscal year, Mr. Norris has performed services in excess of those anticipated at the outset of the fiscal year for both TSD and SSD, and VRSD staff has projected that the amount remaining in Contract No. 12-002-6 will be insufficient for the rest of the year to meet the needs of TSD and SSD. TSD and SSD have approved increases of 360 hours and 200 hours of time, respectively, in recent Board meetings.

(See Attachment No. 3, a March 27, 2017 TSD Board Letter and Attachment No. 4, an April 18, 2017 SSD Board Letter.)

VRSD staff advises adding a 10% contingency to the above amounts in case either TSD or SSD needs additional services, for a total increase via contract No. 12-002-7 of $71,148, as shown below.

Contract No. 12-002-7 = (360 hours + 200 hours)($115.50/hour)(1.10) = $71,148

Increase to VRSD's expense budget = $71,148

Increase to VRSD's revenue budget = ($71,148)(1.15) = $81,821

Proposed Contract No. 12-002-7 is attached hereto as Attachment No. 5.

Contract No. 17-011

The TSD Board has specifically requested VRSD to enter into a one-year contract, with four one-year options to renew, with Mark S. Norris Consulting, LLC, beginning in Fiscal Year 2017-2018. Due to the stated success that the current arrangement has historically produced for TSD, VRSD's largest and most important Water/Wastewater client, it is clearly logical for VRSD to meet the TSD request.

Staff has estimated the amount of hours Mr. Norris will need for TSD and SSD in Fiscal Year 2017-2018 as 1,900 and 300, respectively. These amounts and the associated funding will be requested of both TSD and SSD Boards in their Fiscal Year 2017-2018 budgets, and then of the VRSD Board in the VRSD FY 2017-2018 Budget.

VRSD staff advises adding a 40 hour contingency to the above hours estimates in case either TSD or SSD needs additional services, for a total amount for Contract No. 17-011 of $258,720, as shown below.

Contract 17-011, FY 17-18 = (1,900 + 300 + 40 hours)($115.50/hour) = $258,720

Amount for VRSD's FY 2017-2018 expense budget = $258,720

Amount for VRSD's FY 2017-2018 revenue budget = ($258,720)(1.15) = $297,528

Contract No. 17-011 will not become effective until July 1, 2017, and it will be contingent upon the VRSD Board's approval of $258,720 for this purpose in the FY 2017-2018 VRSD Budget.

Contract No. 17-011 also contains provisions for four one-year options to renew, at the request of the TSD Board. Since VRSD desires to meet the request of the TSD Board in this regard, staff has written the contract to minimize administrative burden and cost to achieve this goal.

Accordingly, once the VRSD Board has, on an annual basis, approved the contract amount for the contract extension in a given fiscal year in the form of approving the annual budget, the VRSD General Manager will extend the contract by one year. This leaves the fiscal control in the hands of the VRSD Board but at the same time minimizes the administrative burden and cost to VRSD. VRSD staff will only request the approval of an amount that is already approved by both the TSD and SSD Boards in their annual budgets, and the VRSD General Manager will extend the contract, annually, only once the VRSD Board has approved its annual budget.

Mr. Norris may increase his hourly rate in subsequent years, but this will be subject to the approval of the TSD and SSD Boards. (He will not raise his hourly rate for Fiscal Year 2017-2018.) For each annual extension, the amount of Mr. Norris' contract will be calculated as shown below.

(TSD Hours)(TSD Rate) + (SSD Hours)(SSD Rate) + (40 Hours)(Highest Rate)

For example, this calculation yields an amount of $258,720 if the hours and rates expected for Fiscal Year 2017-2018 are used, as expected:

(1,900 hrs.)($115.5/hr.) + (300 hrs.)($115.5/hr.) + (40 hrs.)($115.50/hr.) = $258,720

The VRSD General Manager will withhold his signature on the original Contract No. 17-011 and each subsequent renewal until July 1, and then he will sign contingent upon approval of the funding in the VRSD annual Budget.

Proposed Contract No. 12-002-7 is attached hereto as Attachment No. 6.

This letter and the associated contracts have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me at (805) 658-4600 or via email at christheisen@vrsd.com.

APPROVED FOR FUNDS AVAILABLE: Vickie Dragan
Vickie Dragan, Director of Finance

APPROVED FOR MAY 4, 2017 AGENDA:
Chris Theisen - General Manager

Attachments:

1. Contract No. 12-002-6, approved July 7, 2016
2. TSD letter to VRSD, dated February 8, 2017
3. TSD Board Letter, dated March 27, 2017
4. SSD Board Letter, dated April 18, 2017
5 Proposed VRSD Contract 12-002-7
6. Proposed VRSD Contract 17-011

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CONTRACT NO. 12-002-6

VENTURA REGIONAL SANITATION

AMENDMENT NO. 6 TO CONTRACT NO. 12-002 AGREEMENT FOR CONSULTING SERVICES BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND MARK S. NORRIS CONSULTING LLC

THIS AGREEMENT is made and entered into this 7th day of July, 2016, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and MARK S. NORRIS CONSULTING LLC ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. On January 10, 2012, DISTRICT and CONSULTANT entered into VRSD Contract No. 12-002, Agreement for Consulting Services ("Agreement"), wherein CONSULTANT agreed to provide specialized, independent contractor and consultant services to the DISTRICT as the DISTRICT provides water and wastewater management services to Triunfo Sanitation District and wastewater management services to the Saticoy Sanitary District.

B. DISTRICT AND CONSULTANT mutually agreed to amend the Agreement on the following dates: April 5, 2012 (Amendment No. 12-002-1), June 7, 2012 (Amendment No. 12-002-2), June 20, 2013 (Amendment No. 12-002-3), June 19, 2014 (Amendment No. 12-002-4), and June 18, 2015 (Amendment No. 12-002-5).

C. DISTRICT and CONSULTANT acknowledge and agree that additional time and compensation are necessary to continue the specialized, independent contractor and consultant services to the DISTRICT for work related to water and wastewater management services to Triunfo Sanitation District and wastewater management services to Saticoy Sanitary District, and that this can be accomplished by amending Contract 12-002 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with ARTICLE 13: TERMS of the Agreement governing amendments to the Agreement, 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, CONSULTANT shall diligently pursue work to assure that the work is completed on a professional and timely basis. Unless otherwise extended in writing by both Parties, this Agreement shall automatically terminate on June 30, 2017."

2. The Parties agree the following language shall replace the original provisions of Article 5.B.: PAYMENT TO CONSULTANT:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT'S services described herein shall be increased by $235,000 and shall not exceed a total compensation amount of $1,200,000 without written

amendment hereto."

3. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 12-002, as amended) 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.

4. A copy of DISTRICT's Contract No. 15-014 with Triunfo Sanitation District for Wastewater and Potable Water Facilities Operation, Maintenance, Management and Other Closely Related Services is attached hereto as Exhibit 2 and incorporated herein by this reference.

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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
BERT PERELLO
Chairman of the Board

MARK S. NORRIS CONSULTING LLC

By _____
MARK NORRIS

ATTEST

By _____
MICHELLE ASCENCION, CMC
Clerk of the Board

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

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

CONTRACT NO. 12-002-5

AMENDMENT NO. 5 TO CONTRACT NO. 12-002
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
MARK S. NORRIS CONSULTING LLC

THIS AGREEMENT is made and entered into this 18th day of June 2015, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and MARK S. NORRIS CONSULTING LLC ("CONSULTANT.")

RECITALS

A. On the 10th day of January 2012, a certain contract hereinafter referred to as Contract No. 12-002, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

B. On the 5th day of April 2012, a certain contract hereinafter referred to as Contract No. 12-002-1, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

C. On the 7th day of June 2012, a certain contract hereinafter referred to as Contract No. 12-002-2, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

D. On the 20th day of June 2013, a certain contract hereinafter referred to as Contract No. 12-002-3, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

E. On the 19th day of June 2014, a certain contract hereinafter referred to as Contract No. 12-002-4, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

F. DISTRICT and CONSULTANT acknowledge and agree that additional time and compensation are necessary to complete the work contemplated by Contract No. 12-002 and the extension of time and increase in compensation can be accomplished by amending Contract No. 12-002 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed that Contract No. 12-002, as previously amended which is attached as Exhibit "T" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

(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,

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, 2016."

(2) The parties agree the following language shall replace the original provisions of Article 5: Payment of Fees to Consultant:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall be increased by $165,000 and shall not exceed $965,000 without written amendment hereto."

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

VENTURA REGIONAL SANITATION DISTRICT

By _____
RICK NEAL, Chairman
Board of Directors

MARK S. NORRIS CONSULTING LLC

By _____
MARK NORRIS

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By _____
JOSIE GUZMAN, CMC
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance TR

Fiscal Technician _____

RECEIVED
2014 JUN 23 AM 10:01
SANITATION DISTRICT

CONTRACT NO. 12-002-4

AMENDMENT NO. 4 TO CONTRACT NO. 12-002 AGREEMENT FOR CONSULTING SERVICES BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND MARK S. NORRIS CONSULTING LLC

THIS AGREEMENT is made and entered into this 19th day of June 2014, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and MARK S. NORRIS CONSULTING LLC ("CONSULTANT.")

RECITALS

A. On the 10th day of January 2012, a certain contract hereinafter referred to as Contract No. 12-002, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

B. On the 5th day of April 2012, a certain contract hereinafter referred to as Contract No. 12-002-1, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

C. On the 7th day of June 2012, a certain contract hereinafter referred to as Contract No. 12-002-2, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

D. On the 20th day of June 2013, a certain contract hereinafter referred to as Contract No. 12-002-3, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

E. DISTRICT and CONSULTANT have agreed that additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 12-002 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 12-002, 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, 2015."

The parties agree the following language shall replace the original provisions of Article 5: Payment of Fees to Consultant:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall be increased by $200,000 and shall not exceed $800,000 without written amendment hereto."

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

VENTURA REGIONAL SANITATION DISTRICT

By _____
JOEL PRICE, Chairman
Board of Directors

MARK S. NORRIS CONSULTING LLC

By _____
MARK NORRIS

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By _____
JOSIE GUZMAN, CMC
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance _____

Fiscal Technician _____

RECEIVED
2013 JUN 21 PM 1:21
VENTURA REGIONAL
SANITATION DISTRICT

CONTRACT NO. 12-002-3

AMENDMENT NO. 3 TO CONTRACT NO. 12-002 AGREEMENT FOR CONSULTING SERVICES BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND MARK S. NORRIS CONSULTING LLC

THIS AGREEMENT is made and entered into this 20th day of June 2013, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and MARK S. NORRIS CONSULTING LLC ("CONSULTANT.")

RECITALS

A. On the 10th day of January 2012, a certain contract hereinafter referred to as Contract No. 12-002, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

B. On the 5th day of April 2012, a certain contract hereinafter referred to as Contract No. 12-002-1, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

C. On the 7th day of June 2012, a certain contract hereinafter referred to as Contract No. 12-002-2, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

D. DISTRICT and CONSULTANT have agreed that additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 12-002 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 12-002, 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, 2014."

The parties agree the following language shall replace the original provisions of Article 5: Payment of Fees to Consultant:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall be increased by $300,000 and shall not exceed $600,000 without written amendment hereto."

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

VENTURA REGIONAL SANITATION DISTRICT

By _____
KEVIN KILDEE, Chairman
Board of Directors

MARK S. NORRIS CONSULTING LLC

By _____
MARK NORRIS

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By _____
JOSIE GUZMAN, CMC
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance V.D. _____

Fiscal Technician _____

ASSIGNMENT OF
VRSD CONTRACT NO. 12-002

Mark Norris hereby assigns all of his rights and obligations arising under VRSD Contract No. 12-002 ("Contract") to Mark S. Norris Consulting, LLC; and Mark S. Norris Consulting LLC hereby agrees to accept all of Mark Norris' rights under said contract; and Mark S. Norris Consulting LLC further agrees to assume all of Mark Norris' obligations arising under said contract.

This assignment shall be deemed effective December 17, 2012.

By: Mark Norris

By: Mark Norris
Mark S. Norris Consulting LLC

Ventura Regional Sanitation District hereby acknowledges and accepts the above assignment.

By: Mark Lawler, General Manager

To: Vickie Dragan

From: Mark Norris

Subject: Consulting Agreement Name Change

Please change the name on my current consulting agreement to Mark S. Norris Consulting, LLC. For tax purposes my EIN number is 45-5034915. Please let me know if you have any questions.

Thanks, Mark

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-12-2012

Employer Identification Number:
45-5034915

Form: SS-4

Number of this notice: CP 575 B

MARK S NORRIS CONSULTING LLC
MARK S NORRIS MBR
5572 LAFAYETTE ST
VENTURA, CA 93003

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-5034915. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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CONTRACT NO. 12-002-2

AMENDMENT NO. 2 TO CONTRACT NO. 12-002
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
MARK NORRIS

THIS AGREEMENT is made and entered into this 7th day of June 2012 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and MARK NORRIS ("CONSULTANT.")

RECITALS

A. On the 10th day of January 2012, a certain contract hereinafter referred to as Contract No. 12-002, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

B. On the 5th day of April 2012, a certain contract hereinafter referred to as Contract No. 12-002-1, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

C. DISTRICT and CONSULTANT have agreed that additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 12-002 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 12-002, 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, 2013."

The parties agree the following language shall replace the original provisions of Article 5: Payment of Fees to Consultant:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall be increased by $203,865 and shall not exceed $300,000 without written amendment hereto."

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

VENTURA REGIONAL SANITATION DISTRICT

By _____
JONATHAN SHARKEY, Chairman
Board of Directors

MARK NORRIS

By _____
MARK NORRIS
Consultant

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By _____
JOSIE GUZMAN, Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance V.D.

Fiscal Technician _____

CONTRACT NO. 12-002-1

AMENDMENT NO. 1 TO CONTRACT NO. 12-002
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
MARK NORRIS

THIS AGREEMENT is made and entered into this 5th day of April 2012 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and MARK NORRIS ("CONSULTANT.")

RECITALS

A. On the 10th day of January 2012, a certain contract hereinafter referred to as Contract No. 12-002, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT.

B. DISTRICT and CONSULTANT have agreed that additions to the original scope of work and compensation are necessary to complete the work and can be accomplished by amending Contract No. 12-002 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 12-002, 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 5: Payment of Fees to Consultant:

> "B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall be increased by $71,135.00 and shall not exceed $96,135.00 without written amendment hereto."

The parties agree the following language shall be added to the original provisions of Exhibit "A" Scope of Management Services:

"1. Attendance at meetings

e. Saticoy Sanitary District Board 3rd Tuesday of each month.

9. Saticoy Sanitary District Board coordination/liaison

10. Provide technical services related to water/wastewater issues at various Ventura Regional Sanitation District facilities."

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

VENTURA REGIONAL SANITATION DISTRICT

By _____
JONATHAN SHARKEY, Chairman
Board of Directors

MARK NORRIS

By _____
MARK NORRIS
Consultant

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By _____
JOSIE GUZMAN, Clerk of the Board

CONTRACT NO. 12-002
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
MARK NORRIS

THIS AGREEMENT is made and entered into this 10th day of January 2012 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and MARK NORRIS ("CONSULTANT.")

RECITALS

A. DISTRICT has a need to engage the specialized services of a CONSULTANT to provide Ventura Regional Sanitation District (VRSD) with management services to fulfill the VRSD contract obligations to the Triunfo Sanitation District (TSD).

B. DISTRICT has selected CONSULTANT in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13.

AGREEMENT

ARTICLE 1: WORK STATEMENT

A. CONSULTANT shall provide the consulting services described in the Scope of Management Services which is attached as Exhibit "A" to this Agreement and incorporated herein.

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

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.

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 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 as it may render and recommendations it may make in the performance of 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 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.

CONSULTANT shall provide copies of original source electronic files (i.e. - Microsoft Word or Excel files, Autocad DWG files, etc.) of all work completed as part of this CONTRACT. Such files shall not be protected or otherwise restrict access.

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services at the rate of $110 per hour plus any expenses which are pre-approved by DISTRICT. 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 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. 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 therefrom 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 $25,000 without written amendment hereto.

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 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, CONSULTANT shall have the right to expend additional time (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 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), 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: MARK NORRIS
5572 Lafayette Street
Ventura, California 93003

To DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, California 93003-0704

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.

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

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

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK LAWLER, General Manager

MARK NORRIS

By _____
MARK NORRIS

Exhibit "A"

Scope of Management Services

1. Attendance at meetings
   a. TSD Board 4th Monday each month
   b. JPA Meetings 1st Monday each month
   c. TSD Committee Meetings as needed
      i. Finance
      ii. Recycled Water
      iii. Web Site Redesign
   d. Other as requested by TSD Board
2. TSD Board coordination/liaison
   a. Primary contact for questions from TSD Board members
      i. Respond to requests/inquiries regarding District activities/events
         1. Sewer system overflows.
         2. Items related to TSD Board Committee Agendas
      ii. Research and prepare responses to TSD Board member questions
   b. Management and tracking of Districtwide goals and progress
   c. Development of TSD Board agenda packets and committee packets
      i. Assure requested staff reports are developed as requested by TSD Board
      ii. Work with Chairman to develop monthly agenda content
   d. Prepare/coordinate correspondence from TSD Board members to outside entities or members of public
3. Primary contact for questions regarding administrative, operations, and maintenance issue related to the District
4. Coordination with VRSD staff
   a. Confirm operational activities are consistent with budget, contract, and District needs
      i. EXAMPLE: Odor study at Lake Sherwood
   b. Receive input/recommendations related to operational issues that may require budget adjustment or other TSD Board authorization
   c. Plan future contract activities and identify potential budget impacts
5. Coordination/participation in activities related to outside contract services
   a. Professional services including Legal, Accounting, and Consultant services
      i. Legal – rates, construction projects, claims
      ii. Audit
      iii. Consultants – rate consultants, engineering services
6. Review financial activity and compare to budget
   a. Identify monthly transaction variances and determine budget impacts
   b. Review invoices and authorize payment approval for contract services
7. Annual Budget Development
   a. Coordinate development of annual budget
   b. Review/comment JPA budget
8. Sign off on CIWQS related monthly and event related reports

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TRIUNFO
SANITATION
DISTRICT
A PUBLIC AGENCY

Providing Outstanding Service Since 1963

Board of Directors
James Wall, Chair
Michael Paule, Vice Chair
Steven Iceland, Director
Janna Orkney, Director
Susan Pan, Director

February 8, 2017

Ventura Regional Sanitation District
c/o Chris Theisen, General Manager
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

TSD GENERAL MANAGER SELECTION CRITERIA AND REQUEST TO VRSD FOR TSD CONTRACT NO. T15-003 (VRSD CONTRACT NO. 15-014)

Dear Mr. Chris Theisen,

At the Triunfo Sanitation District (District) Special Board Meeting on February 8, 2017, the Board of Directors discussed and hereby requests that a new contract for continuation of services be executed with Mark Norris to serve as the District's GM for another year (with four 1-year options) beginning in July 2017. Under Article 2 of the services contract between the District and Ventura Regional Sanitation District (VRSD), it is at the District's sole discretion as to the recruitment process and terms of the contract with the General Manager.

The Board of Directors is completely satisfied with Mark Norris' performance over the past 5 years and would like to continue those services for the next fiscal year. He has proven time and again to provide the District with sound recommendations and practical solutions to an array of issues and was instrumental in drafting and implementing a comprehensive 5-year Capital Improvement Plan. He has also been a consummate source of knowledge and experience that has directly benefited the District and its stakeholders.

Sincerely,

James Wall
Chair, Triunfo Sanitation District Board

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TRIUNFO
SANITATION
DISTRICT
A PUBLIC AGENCY

Board of Directors
James Wall, Chair
Michael Paule, Vice Chair
Janna Orkney Director
Steven Iceland, Director
Susan Pan, Director

Providing Outstanding Service Since 1963

March 27, 2017

Board of Directors
Triunfo Sanitation District
Ventura County, CA

APPROVAL OF THE BUDGET ADJUSTMENT FOR FISCAL YEAR 2016-17 - INCREASED LABOR HOURS FOR VRSD CONTRACTED ADMINISTRATIVE STAFF, CONSULTANTS, AND GENERAL MANAGER

Summary:

Staff is requesting the Board approve an amendment to the Fiscal Year 2017 (FY 2017) budget to increase the total labor hours for the VRSD contracted administrative staff, consultants, and General Manager.

Background:

Triunfo Sanitation District (TSD) staff workload has continued to increase for the past several years with the General Manager (GM) position experiencing the greatest impact. This increase is the result of several factors including but not limited to the extended drought, development and implementation of the Automated Meter Read Project, long term rate analysis and planning, and more recently the refinement of the TSD Capital Improvement Plan, purchase of the Calleguas Recycled Water System and work associated with participation in the development of the JPA Pure Water Project.

Historically, the GM position has been budgeted at 1,600 hours per year. This level of budgeting has not supported the labor effort required to address expanding job requirements. As a result, for FY 2017, staff is anticipating a 360 hour funding shortfall for the GM position. In order to address this shortfall, a budget increase in the amount of $47,817 is necessary. Looking forward, based on this funding shortfall, staff further recommends that the hours budgeted for the GM position be increased in the future

budgets to 1,900 hours. Recognizing that 2,080 hours is considered full-time, the 1,900 hours per year recommended is still less than full-time.

In addition to the GM position, staffing levels in other service areas have also been impacted including administration, financial management, operations and maintenance and customer service. Similar to the GM position, budgeted staffing hours were based on anticipated demand. Several factors including expanding customer service demand (waiver requests, customer portal, leak detection, etc.), financial management related to Calleguas Recycled Water System purchase, and various upgrades to the District's financial systems have increased staff labor hours.

The table below itemizes the labor cost impacts through June 30, 2017.

Title	Total
General Manager	$47,817.00
Director of Finance	$6,280.00
Fiscal Assistants	$5,360.00
2016 Great Plains Upgrade-Project Manager	$8,032.75
2016 Great Plains Upgrade-Programmer	$10,800.00
	$78,289.75

Recommendation:

It is recommended that the Board authorize a budget adjustment in the amount of $78,300 to increase the labor hours in the adopted budget through June 30, 2017.

Vickie Dragan
VICKIE DRAGAN – DIRECTOR OF FINANCE

APPROVED FOR THE MARCH 27, 2017 AGENDA

Mark Norris, District Manager

SATICOY SANITARY DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150
VENTURA, CALIFORNIA 93003-0704
805-658-4602

DIRECTORS
James Acosta, President
Raul Morales
Gerardo Claudio
Regal L. Morales
Teri Hernandez

April 18, 2017

Board of Directors
Saticoy Sanitary District
Ventura, California

INCREASED LABOR HOURS FOR SSD GENERAL MANAGER

Summary:

Staff is requesting the Board approve an amendment to the Fiscal Year 2017 (FY2017) budget to increase the total labor hours for the SSD General Manager.

Background:

Based on the General Manager total labor hours expended to date (July 1 through February 28, 2017), staff is requesting to increase the labor hours and corresponding budget for the position. The increase in labors hours is the result of additional efforts required to address ongoing regulatory challenges, pursuit of grant funding, interface with LAFCO and City of Ventura regarding the North Bank Project, as well as ongoing sewer lateral improvement project issues.

Fiscal Impact:

The additional hours necessary to ensure General Manager funding through fiscal year 2017 is 200 hours. Based on the labor rate of $115.50 plus 15% overhead, the total budget increase requested is $26,600.

Recommendation:

It is recommended that the Board authorize a budget adjustment in the amount of $26,600 to increase the labor hours in the adopted budget through June 30, 2017.

Vickie Dragan
VICKIE DRAGAN – DIRECTOR OF FINANCE

APPROVED FOR THE APRIL 18, 2017 AGENDA
Mark Norris, General Manager

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VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 12-002-7

AMENDMENT NO. 7 TO CONTRACT NO. 12-002
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
MARK S. NORRIS CONSULTING LLC

THIS AGREEMENT is made and entered into this 4th day of May, 2017, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and MARK S. NORRIS CONSULTING LLC ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. On January 10, 2012, DISTRICT and CONSULTANT entered into VRSD Contract No. 12-002, Agreement for Consulting Services ("Agreement"), wherein CONSULTANT agreed to provide specialized, independent contractor and consultant services to the DISTRICT as the DISTRICT provides water and wastewater management services to Triunfo Sanitation District and wastewater management services to the Saticoy Sanitary District.

B. DISTRICT AND CONSULTANT mutually agreed to amend the Agreement on the following dates: April 5, 2012 (Amendment No. 12-002-1), June 7, 2012 (Amendment No. 12-002-2), June 20, 2013 (Amendment No. 12-002-3), June 19, 2014 (Amendment No. 12-002-4), June 18, 2015 (Amendment No. 12-002-5), and July 7, 2016 (Amendment No. 12-002-6).

C. DISTRICT and CONSULTANT acknowledge and agree that additional compensation is necessary to continue the specialized, independent contractor and consultant services to the DISTRICT for work related to water and wastewater management services to Triunfo Sanitation District and wastewater management services to Saticoy Sanitary District, and that this can be accomplished by amending Contract 12-002 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with ARTICLE 13: TERMS of the Agreement governing amendments to the Agreement, as follows:

1. The Parties agree the following language shall replace the original provisions of Article 5.B.: PAYMENT TO CONSULTANT:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall be increased by $71,148 and shall not exceed a total compensation amount of $1,271,148 without written amendment hereto."

2. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 12-002, as amended) is attached hereto as Exhibit A 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.

VENTURA REGIONAL
SANITATION DISTRICT

By_____
WILLIAM WEIRICK
Chairman of the Board

ATTEST

By_____
LISA McKINLEY
Acting Clerk of the Board

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

By_____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By_____
CHRIS THEISEN
General Manager

MARK S. NORRIS CONSULTING LLC

By _____
MARK NORRIS

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 17-011
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
MARK S. NORRIS CONSULTING LLC

THIS AGREEMENT is made and entered into this 1st day of July 2017 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and MARK S. NORRIS CONSULTING LLC ("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 Ventura Regional Sanitation District (DISTRICT) with management services to fulfill the DISTRICT's contract obligations to the Triunfo Sanitation District (TSD) and Saticoy Sanitary District (SSD).

B. DISTRICT has selected CONSULTANT in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT's Purchasing Resolution No. 89-13.

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 his best efforts in providing services to DISTICT 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 July 1, 2017 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, 2018.

This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the Parties. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors (BOARD), shall prepare, in a form approved by the DISTRICT Counsel, and sign the extension agreements at the beginning of each of the four fiscal years, if, and only if, the BOARD has approved the annual amount of each extension in the DISTRICT Operating Budget for that fiscal year. The annual amount for this Agreement and for each extension to this Agreement shall be established pursuant to Article 5 of 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 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 as it may render and recommendations it may make in the performance of 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 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.

CONSULTANT shall provide 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 restrict access.

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for his services at the rate of $115.50 per hour plus any expenses which are pre-approved by DISTRICT. 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 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. 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 therefrom 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 $258,720 in Fiscal Year 2017-2018 (July 1, 2017-June 30, 2018) without written amendment hereto. Full execution of this Agreement shall be subject to and contingent upon this amount being approved as part of the Fiscal Year 2017-2018 DISTRICT Operating Budget. As such, the DISTRICT General Manager shall sign and administer this Agreement only upon the BOARD's approval of the Fiscal Year 2017-2018 DISTRICT Operating Budget.

C. Should this Agreement be extended for one or more additional one-year periods in accordance with Article 2 of this Agreement, the annual amount of a given extension shall be established as the sum of the annual amount approved by the TSD and SSD Boards of Directors in their approved annual operating budgets for that year, plus 40 hours for contingencies. This amount in dollars is calculated as shown below.

(TSD Hours)(TSD Rate) + (SSD Hours)(SSD Rate) + (40 Hours)(Highest of TSD or SSD Rate)

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 TSD and SSD Boards of Directors in their approved annual operating budgets for that year.

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 or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing, pursuant to VRSD Contract No. 15-014. In the event of such termination, CONSULTANT shall have the right to expend additional time (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 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), 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: MARK S. NORRIS CONSULTING LLC
5572 Lafayette Street
Ventura, California 93003

To DISTRICT: General Manager
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, California 93003-0704

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.

VENTURA REGIONAL
SANITATION DISTRICT

By _____
WILLIAM WEIRICK, Chairman
Board of Directors

ATTEST

By _____
LISA McKINLEY
Acting Clerk of the Board

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

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

MARK S. NORRIS CONSULTING LLC

By _____
MARK S. NORRIS CONSULTING LLC

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EXHIBIT A
Scope of Services

In accordance with CONSULTANT's role as General Manager for Triunfo Sanitation District (TSD) and Saticoy Sanitary District (SSD), CONSULTANT's services to Ventura Regional Sanitation District (DISTRICT) shall include, but not be limited to, the following:

1. Attendance at meetings
    a. TSD Board Meetings
    b. Triunfo/Las Virgenes Joint Powers Authority (JPA) Meetings
    c. TSD Committee Meetings as needed:
        i. Finance
        ii. Recycled Water
        iii. Public Outreach/Communications
        iv. Meetings of such other TSD Committees as may be necessary.
    d. SSD Board Meetings
2. TSD/SSD Board coordination/liaison
    a. Primary contact for questions from TSD/SSD Board members
        i. Respond to requests/inquiries regarding TSD/SSD activities/events
            1. Sewer system overflows.
            2. Items related to TSD/SSD Board and/or Committee agendas.
        ii. Research and prepare responses to TSD/SSD Board member questions.
    b. Management and tracking of TSD/SSD goals and progress.
    c. Development of TSD/SSD Board agenda packets and Committee packets
        i. Ensure requested staff reports are developed as requested by TSD/SSD Boards.
        ii. Work with Board Chairs to develop monthly agenda content.
    d. Prepare/coordinate correspondence from TSD/SSD Board members to outside entities or members of public.
3. Primary contact for questions regarding administrative, operations, and maintenance issue related to SSD/TSD.
4. Coordination with DISTRICT staff who provide services to TSD and SSD:
    a. Confirm operational activities are consistent with budget, contract, and TSD/SSD needs.
    b. Receive input/recommendations related to operational issues that may require budget adjustment or other TSD/SSD Board authorization.
    c. Plan future contract activities and identify potential budget impacts.
5. Coordination/participation in activities related to outside contract services:
    a. Professional services including Legal, Accounting, and Consultant services:
        i. Legal – rates, construction projects, claims
        ii. Audit
        iii. Consultants – rate consultants, engineering services, etc.
6. Review financial activity and compare to budget
    a. Identify monthly transaction variances and determine budget impacts.

b. Review invoices and authorize payment approval for contract services.

7. Annual Budget Development:
   a. Coordinate development of annual budgets for TSD and SSD.
   b. Review/comment on JPA budget.
8. Review and sign off on regulatory-related monthly and event related reports.
9. Adhere to the requirements of any agreement(s) between DISTRICT and TSD which detail requirements for services DISTRICT supplies to TSD.
10. Provide additional consulting services as requested by DISTRICT on water/wastewater or general management issues.