



STAFF REPORT

Meeting Date: July 21, 2004
CONSENT

Agenda Item 7

TO: LAFCO Commissioners
FROM: Everett Millais, Executive Officer
SUBJECT: Professional Services Agreement for Database Services – Donna Goris

RECOMMENDATION:

Approve a Professional Services Agreement for Database Services with Donna Goris in an amount not to exceed \$10,000.

DISCUSSION:

The data gathered from the first phase of the municipal service review process was entered into a large Microsoft Access database that was delivered to LAFCO at the completion of the water and wastewater service reviews. The format of this data base was difficult to use for anyone without extensive experience with Mircrosoft Access and, as preparation for the second phase of municipal service review work began, it was determined that the existing database could not readily be expanded. These facts, plus the fact that LAFCO staff will be responsible for the on-going maintenance of the database, resulted in a conclusion that further database consulting services were necessary to update the existing database, allow it to be easily expanded for future entries and to make it more “user friendly” overall.

Donna Goris is a local Microsoft Access database expert. She teaches database development and other database classes at Ventura College and for the last several years has taught both beginning and advanced Microsoft Access database classes for Ventura County employees through an agreement with the County of Ventura. She also does limited database consulting as an individual.

COMMISSIONERS AND STAFF

COUNTY: Kathy Long Linda Parks <i>Alternate:</i> Steve Bennett	CITY: Evaristo Barajas, Chair Don Waunch <i>Alternate:</i> John Zaragoza	SPECIAL DISTRICT: Jack Curtis, Vice Chair Dick Richardson <i>Alternate:</i> Ted Grandsen	PUBLIC: Louis Cunningham <i>Alternate:</i> Kenneth M. Hess
EXECUTIVE OFFICER: Everett Millais	LAFCO ANALYST: Hollie Brunsky	OFFICE MANAGER/CLERK: Debbie Schubert	LEGAL COUNSEL: Leroy Smith

LAFCO has delegated authority to the Executive Officer to enter into contracts and agreements for \$5,000 or less, provided sufficient funds are contained in the LAFCO budget (Commissioner's Handbook Section 2.6.4). Once the need to revise and update the municipal service review database was recognized, and to provide for further use of the database for subsequent phases of the service review process, I authorized Donna Goris to commence work up to the \$5,000 limit allowed. Much of the first phase of work described in the scope of services in the attached, recommended agreement has been done based on this authorization, although no invoices have been received or paid to date.

It is apparent that to fully complete the work described in the attached agreement, the total cost will exceed the \$5,000 administrative limit. In accordance with the Commission's policies it is recommended that the Commission approve the attached agreement providing for all work to be done for a not to exceed amount of \$10,000. There are sufficient funds for this purpose in the Commission's 2004-05 Budget for professional services.

Maintaining the municipal service review information in a database is one of the key, and somewhat unique, elements of the Ventura LAFCO's service review process. This was done to develop a base of data about municipal services that could be formatted in a variety of ways and that could be readily updated in the future for subsequent service reviews. Staff is extremely pleased with the work that Ms Goris has done to date. The result of her work will be a greatly enhance database structure and, importantly, end users will not need to be Microsoft Access database experts to enter data, make queries or generate reports. While this work will not result in the ability to allow the service review database to be used by the general public via a web site, the structure and format will provide for it to be adapted for such a possible use in the future.

**PROFESSIONAL SERVICES AGREEMENT
FOR DATABASE SERVICES**

AGREEMENT

This agreement is entered into this 21st day of July 2004, by and between the Ventura Local Agency Formation Commission (LAFCO) and Donna Goris, an individual, ("Contractor").

WITNESSETH

WHEREAS, LAFCO has the authority to enter into agreements for services, personnel and facilities; and

WHEREAS, the LAFCO Executive Officer has the delegated authority to enter into agreements for \$5,000 or less; and

WHEREAS, contractor is a database expert, who teaches classes in database development and management and who provides database consulting services; and

WHEREAS, LAFCO has a need to revise and update its Microsoft Access database containing information relating to municipal service reviews; and

WHEREAS, the LAFCO Executive Officer has authorized Contractor to perform database services for LAFCO within the limits of his delegated authority; and

WHEREAS, the necessary database services relating to municipal service reviews will exceed \$5,000; and

WHEREAS, it is necessary and desirable that Contractor be engaged by LAFCO to be able to perform the database services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for LAFCO in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, LAFCO will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Agreement, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Agreement, whether said person be member,

**Ventura Local Agency Formation Commission
Professional Services Agreement for Database Services**

partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against LAFCO for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Agreement, Contractor in the performance of her obligation hereunder is subject to the control or direction of LAFCO merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and LAFCO will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the Ventura Local Agency Formation Commission from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the Ventura Local Agency Formation Commission, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Agreement.

4. NON-ASSIGNABILITY

Contractor will not assign this Agreement or any portion thereof, to a third party without the prior written consent of LAFCO, and any attempted assignment without such prior written consent will be null and void and will be cause, at LAFCO's sole and absolute discretion, for immediate termination of this Agreement.

5. TERM

This Agreement will be in effect from July 21, 2004 through December 31, 2004, subject to all the terms and conditions set forth herein. Time is of the essence in the performance of this Agreement.

6. TERMINATION

LAFCO may terminate this Agreement at any time for any reason by providing 10 days written notice to Contractor, and Contractor may terminate this Agreement at any time for any reason by providing 10 days written notice to LAFCO. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, LAFCO will be entitled to immediate possession of and Contractor will furnish on request, all files, correspondence and other pertinent data gathered or computed by Contractor for this particular Agreement prior to any termination. Contractor may retain copies of files and documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

**Ventura Local Agency Formation Commission
Professional Services Agreement for Database Services**

7. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the Ventura Local Agency Formation Commission, including all of its officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, debts, demands and liability, whether against Contractor, LAFCO or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of LAFCO. Contractor agrees to waive all rights of subrogation against LAFCO for losses arising directly or indirectly from the activities and/or work covered by this contract.

8. INSURANCE PROVISIONS

- A) Contractor, at her sole cost and expense, will obtain and maintain in full force during the term of this contract Personal Automobile Liability coverage in the minimum amount of \$15,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$30,000 aggregate, and \$5,000 property damage.
- B) Contractor agrees to waive all rights of subrogation against the Ventura Local Agency Formation Commission, its Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- C) Contractor agrees to provide LAFCO with Certificates of Insurance for all required coverage on or before the effective date of this agreement. Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

9. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by LAFCO or any of its officers, agents or employees, except as provided herein.

10. ADDENDA

LAFCO may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between LAFCO and Contractor will be effective when incorporated in written amendments to this Agreement.

11. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Agreement.

**Ventura Local Agency Formation Commission
Professional Services Agreement for Database Services**

12. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO LAFCO: Ventura LAFCO
 800 South Victoria Avenue
 Ventura, CA 93009-1850

TO CONTRACTOR: Donna Goris
 866 S. Rice Road
 Ojai, CA 93023

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

LAFCO

CONTRACTOR

by: _____
 Authorized Signature

by: _____
 Authorized Signature

Printed Name
Chair, Ventura Local Agency
Formation Commission

Printed Name

Title

Date

Date

Tax Identification #

Ventura Local Agency Formation Commission Professional Services Agreement for Database Services

Exhibit "A"

Scope of Work

Phase 1:

1. System Development Analysis
 - a. Study & analyze the requirements -Interview
 - i. How is information accumulated?
 - ii. Who uses the information?
 - iii. Is any information currently collected obsolete?
 - b. Build & review models with client to verify flow
2. Design & Build Tables
 - a. Entity Relationship Model -diagram of table relationships
 - i. Document information for 'the organization in a clear, precise format
 - ii. Provide a clear picture of the scope of the information, requirement
 - iii. Provide an easily understood pictorial map for the database design
 - b. Provide an effective framework for integrating new data requirements
3. Integration of Existing Data
 - a. Append Existing Data into normalized structure
 - b. Adjustment of Data Entry Forms
 - c. Adjustment of Reports
4. Installation of LAFCO Database
 - a. End-User Interface
 - b. End-User Documentation
 - c. End-User Training

Phase 2: Integration of Future Services

1. Study & analyze the requirements –Interviews
2. Clarify standards for new agencies and services
 - a. Parks, recreation, cemetery, streets & highways, police, etc., how will information differ from water & wastewater reports?
 - b. How is information accumulated?
 - c. Who uses the information?
3. Design & Build Tables
4. Design & Build Forms and Reports
5. Installation of LAFCO Database Updates
 - a. End-User Interface
 - b. End-User Documentation
 - c. End-User Training

Compensation Schedule

1. Billing

Within ten (10) days after the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Contractor will submit an invoice to LAFCO. The invoice submitted shall reference this Agreement and show the hours worked by each person

**Ventura Local Agency Formation Commission
Professional Services Agreement for Database Services**

who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as the LAFCO Executive Officer may reasonably require.

2. Time of Payment
LAFCO will make payment to Contractor within thirty (30) days after submittal of Contractor's invoice and approval.
3. Hourly Rate:
Contractor shall be compensated at a maximum rate of \$100 per hour.
4. Maximum Compensation:
Contractor will complete all the work and tasks described herein for a total amount of compensation that does not exceed \$10,000, which includes all out-of-pocket expenses, travel and any other expenses.