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Board of Directors

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June 22, 2020

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

**TWSD CORE MANAGEMENT SERVICE CONTRACTS – AMENDMENT NO. 1 FOR
TWSD CONTRACT NOS. T19-001, T19-005, T19-006, AND T19-008**

Summary

As part of the Triunfo Water & Sanitation District's (TWSD) plan to transition administrative and financial functions currently provided by Ventura Regional Sanitation District (VRSD) in house, the District developed the TWSD Core Management Team (CMT). The CMT is comprised of individuals who were previously working as consultants or employees under the VRSD Services Contract and dedicated primarily to TWSD.

The Core Management Team includes the General Manager, Mark Norris, Vickie Dragan (Financial Analyst), Chi Hermann (Management Analyst, and Tim Doyle (Engineering Analyst). Following guidelines from District Legal Counsel, the current annual contracts expire on June 30, 2020, and are due for renewal in order to continue these services. In anticipation that TWSD plans to convert the CMT to District employees in the near future, these amendments are limited to a six-month term, ending on December 31, 2020.

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

Please contact me at 805-658-4621 or email marknorris@triunfowsd.com if you have any questions or need additional information.

Fiscal Impact

There is no additional fiscal impact for approving these amended contracts as they are included in the FY2020-2021 Adopted Fiscal Budget.


Recommendation

It is recommended the Board:

- A. Authorize the Chair to sign TWSD Contract No. T19-001-1 for Mark S. Norris Consulting, LLC. to provide general manager services for the District with a term to December 31, 2020; and

- B. Authorize the Chair to sign TWSD Contract No. T19-006-1 for Vickie Dragan Consulting to provide financial oversight services for the District's projects with a term to December 31, 2020; and
- C. Authorize the Chair to sign TWSD Contract No. T19-005-1 for Chi Hermann Consulting to provide management and analytical services for the District's projects with a term to December 31, 2020; and
- D. Authorize the Chair to sign TWSD Contract No. T19-008-1 for Doyle Consulting Services to provide management, engineering, and analytical services for the District's projects with a term to December 31, 2020, or
- E. Provide alternative directions to staff.

REVIEWED AND APPROVED:



Mark Norris - General Manager

Attachments: TWSD Contract Nos. T19-001-1, T19-005-1, T19-006-1, T19-008-1

CONTRACT NO. T19-001-1

**AMENDMENT NO. 1 TO CONTRACT NO. T19-001
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
MARK S. NORRIS CONSULTING, LLC**

THIS AGREEMENT is made and entered into this 1st day of March 2019, by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and MARK S. NORRIS CONSULTING, LLC, hereinafter "CONSULTANT." Together, DISTRICT and CONSULTANT shall be referred to herein as parties.

RECITALS

A. DISTRICT and CONSULTANT entered into TSD Contract No. T19-001, "Agreement for Consulting Services between Triunfo Sanitation District and Mark S. Norris Consulting, LLC" ("Agreement"), wherein CONSULTANT agreed to provide DISTRICT with such management services as its Board of Directors may direct.

B. DISTRICT and CONSULTANT now desire to enter into this Amendment No. 1 to TSD Contract No. T19-001 in order to extend CONSULTANT'S term of work and change the compensation.

C. DISTRICT and CONSULTANT mutually desire to amend the Agreement, as provided below.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Compensation.** Article 5, Section A., Paragraph 1 is hereby amended and replaced as follows: "In consideration of CONSULTANT'S performance of services as described herein for the term of this Agreement, DISTRICT shall pay CONSULTANT fees for his services at the rate of \$131.50 per hour plus any reasonable expenses."
- 3. Extension of Contract Term.** The term of Contract T19-001 is by this amendment extended until December 31, 2020, unless terminated sooner by the mutual written consent of the parties.
- 4. Integrated Contract.** A copy of the original Agreement (TSD Contract No. T19-001) 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.

TRIUNFO WATER & SANITATION DISTRICT

MARK S. NORRIS CONSULTING, LLC

By _____
JAMES WALL, Chair

By _____
MARK S. NORRIS, President

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

By _____
JOHN M. MATHEWS
Legal Counsel for DISTRICT

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO ADMINISTRATION:

By: _____
MARK S. NORRIS,
General Manager

**TRIUNFO SANITATION DISTRICT
CONTRACT NO. T19-001
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO SANITATION DISTRICT
AND
MARK S. NORRIS CONSULTING LLC**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of March 2019 by and between the TRIUNFO 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 DISTRICT with management services.
- B. DISTRICT had previously engaged the services of CONSULTANT through the Ventura Regional Sanitation District ("VRSD") which acted as an intermediary between CONSULTANT and DISTRICT.
- C. DISTRICT intends to engage and has selected CONSULTANT to provide such management services as its General Manager directly to DISTRICT thereby eliminating the need for an intermediary.
- D. DISTRICT and CONSULTANT intend to set forth the duties and obligations of each party under the terms of this Agreement.

AGREEMENT

ARTICLE 1: WORK STATEMENT

- A. CONSULTANT shall provide the consulting services described in the Scope of Services, which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.
- B. CONSULTANT shall use his best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Scope of Services.

ARTICLE 2: TERM OF CONTRACT

This Agreement shall commence as of May 3, 2019 and, unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2020.

This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the parties. The CONSULTANT, on behalf of the DISTRICT's Board of Directors ("BOARD"), shall prepare, in a form approved by the DISTRICT Counsel, and sign the extension agreement(s) at the beginning of each of the four fiscal years, if, and only if, the BOARD has approved the annual amount of each contract extension in the DISTRICT Operating Budget for that fiscal year. The annual amount for this Agreement and for each contract extension to this Agreement shall be established pursuant to Article 5 of this Agreement. The DISTRICT recognizes that under certain circumstances, the CONSULTANT may be unable to continue in his role as General Manager or choose to terminate this Agreement for reasons beyond his control. In such an event, CONSULTANT will make a reasonable effort to provide the DISTRICT with ninety (90) days notice to terminate this Agreement.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

ARTICLE 4: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

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

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

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein for the initial term of this Agreement, which shall be deemed to be from May 3, 2019 until June

30, 2020, DISTRICT shall pay CONSULTANT fees for his services at the rate of \$126.75 per hour plus any reasonable expenses.

On or prior to the thirtieth (30th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice to the DISTRICT and VRSD (for processing only) in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. For purposes of this paragraph, the DISTRICT shall be deemed to be the Chair of this DISTRICT's Board of Directors or an individual designated by the Chair. Such approvals shall not be unreasonably withheld. In the event that the invoice is not approved within ten (10) days from the date of submission, it shall be deemed approved. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. The parties agree that before each fiscal year during the term of this Agreement, CONSULTANT shall provide to DISTRICT a budget of CONSULTANT's estimated total fees to be paid for that fiscal year. In the event that CONSULTANT anticipates that the amount budgeted will not be sufficient for the work to be done in a given fiscal year, the DISTRICT may consider a budget adjustment.

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

D. The basic salary of \$126.75 per hour, provided for herein, shall be adjusted annually to reflect the increase in the cost of living during the previous year by adding to that basic salary an amount obtained by multiplying the basic salary by the percentage by which the level of the consumer price index for the Los Angeles-Long Beach-Anaheim metropolitan area as reported for the last day of that annual period by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of June 1, 2019. However, in no event shall the basic salary be increased by more than five percent (5%) in any annual adjustment. In other words, the annual adjustment to the basic salary shall be the lesser of five percent (5%) or the increase in the consumer price index as calculated herein.

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

ARTICLE 6: TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services are completed. Any termination or any special instructions hereunder

from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (payment of which is not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligence or wrongful acts in performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

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

ARTICLE 9: SUBCONSULTANTS/ASSIGNMENT

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

ARTICLE 10: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT: MARK S. NORRIS CONSULTING LLC
5572 Lafayette Street
Ventura, California 93003

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

With a copy to: TRIUNFO BOARD OF DIRECTORS, CHAIR
c/o Arnold LaRochele Mathews VanConas & Zirbel LLP
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

TRIUNFO SANITATION DISTRICT

By: Janna Orkney
JANNA ORKNEY, Chair
Board of Directors 3-1-19

MARK S. NORRIS CONSULTING LLC

By: Mark S. Norris
MARK S. NORRIS,
its President

ATTEST

By: Juliet Rodriguez
JULIET RODRIGUEZ,
Clerk of the Board

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

By: John M. Mathews
JOHN M. MATHEWS,
Legal Counsel for District

EXHIBIT A
Scope of Services

In accordance with CONSULTANT's role as General Manager for DISTRICT, CONSULTANT's services shall include, but not be limited to, the following:

1. Attendance at meetings
 - a. DISTRICT Board Meetings
 - b. Triunfo/Las Virgenes Joint Powers Authority (JPA) Meetings
 - c. DISTRICT Committee Meetings as needed:
 - i. Finance
 - ii. Recycled Water/Pure Water Project
 - iii. Public Outreach/Communications
 - iv. Meetings of such other DISTRICT Committees as may be necessary.
2. DISTRICT Board coordination/liason
 - a. Primary contact for questions from DISTRICT Board members
 - i. Respond to requests/inquiries regarding DISTRICT activities/event
 1. Sewer system overflows.
 2. Items related to DISTRICT Board and/or Committee agendas.
 - ii. Research and prepare responses to DISTRICT Board member questions.
 - b. Management and tracking of DISTRICT goals and progress.
 - c. Development of DISTRICT Board agenda packets and Committee packets
 - i. Ensure requested staff reports are developed as requested by DISTRICT Board.
 - ii. Work with Board Chairs to develop monthly agenda content.
 - d. Prepare/coordinate correspondence from DISTRICT Board members to outside entities or members of public.
3. Primary contact for questions regarding administrative, operations, and maintenance issues related to DISTRICT.
4. Coordination with Ventura Regional Sanitation District ("VRSD") staff and DISTRICT consultants who provide services to DISTRICT:
 - a. Confirm operational activities are consistent with budget, contract, and DISTRICT needs.
 - b. Receive input/recommendations related to operational issues that may require budget adjustment or other DISTRICT 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 DISTRICT.
 - 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 VRSD which detail requirements for services VRSD supplies to DISTRICT.
10. Provide additional consulting services as requested by DISTRICT on water/wastewater or general management issues.

CONTRACT NO. T19-005-1

**AMENDMENT NO. 1 TO CONTRACT NO. T19-005
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
CHI HERMANN CONSULTING**

THIS AGREEMENT is made and entered into this 9th day of September 2019, by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and CHI HERMANN CONSULTING, hereinafter "CONSULTANT." Together, DISTRICT and CONSULTANT shall be referred to herein as parties.

RECITALS

A. DISTRICT and CONSULTANT entered into TWSD Contract No. T19-005, "Agreement for Consulting Services between Triunfo Water & Sanitation District and Chi Hermann Consulting" ("Agreement"), wherein CONSULTANT agreed to provide DISTRICT with management and analytical services as its Board of Directors and General Manager may direct.

B. DISTRICT and CONSULTANT now desire to enter into this Amendment No. 1 to TWSD Contract No. T19-005 in order to extend CONSULTANT'S term of work and change the compensation.

C. DISTRICT and CONSULTANT mutually desire to amend the Agreement, as provided below.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Compensation.** Article 5, Section A., Paragraph 1 is hereby amended and replaced as follows: "In consideration of CONSULTANT's performance of services as described herein for the term of this Agreement, DISTRICT shall pay CONSULTANT fees for her services at the rate of \$98.50 per hour plus any reasonable expenses."
- 3. Extension of Contract Term.** The term of Contract T19-005 is by this amendment extended until December 31, 2020, unless terminated sooner by the mutual written consent of the parties.
- 4. Integrated Contract.** A copy of the original Agreement (TWSD Contract No. T19-005) 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.

TRIUNFO WATER & SANITATION DISTRICT

CHI HERMANN CONSULTING

By _____
JAMES WALL, Chair

By _____
CHI HERMANN, Principal

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

By _____
JOHN M. MATHEWS
Legal Counsel for DISTRICT

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO ADMINISTRATION:

By: _____
MARK S. NORRIS,
General Manager

TRIUNFO WATER & SANITATION DISTRICT

CONTRACT NO. T19-005

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

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of September 2019 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and CHI HERMANN CONSULTING ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

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

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

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

AGREEMENT

ARTICLE 1: WORK STATEMENT

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

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

ARTICLE 2: TERM OF CONTRACT

This Agreement shall commence as of September 9, 2019 and, unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2020.

The annual amount for this Agreement shall be established pursuant to Article 5 of this Agreement. The DISTRICT recognizes that under certain circumstances, the CONSULTANT may be unable to continue in her role as Analyst/Engineering Consultant or choose to terminate

this Agreement for reasons beyond her control. In such an event, CONSULTANT will make a reasonable effort to provide the DISTRICT with ninety (90) days notice to terminate this Agreement.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

ARTICLE 4: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

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

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

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein for the initial term of this Agreement, which shall be deemed to be from September 9, 2019 until June 30, 2020, DISTRICT shall pay CONSULTANT fees for her services at the rate of \$95.00 per hour plus any reasonable expenses.

On or prior to the thirtieth (30th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice to the DISTRICT and VRSD (for processing only) in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. For purposes of this paragraph, the DISTRICT shall be deemed to be the Chair of this DISTRICT's

Board of Directors or an individual designated by the Chair. Such approvals shall not be unreasonably withheld. In the event that the invoice is not approved within ten (10) days from the date of submission, it shall be deemed approved. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. The parties agree that during the term of this Agreement, CONSULTANT's total fee shall not exceed the amount specifically approved by the DISTRICT Board of Directors in their annual operating budget for FY 2019-2020. In the event that CONSULTANT anticipates that the amount budgeted will not be sufficient for the work to be done in this fiscal year, the DISTRICT may consider a budget adjustment.

ARTICLE 6: TERMINATION OF CONTRACT

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

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligence or wrongful acts in performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

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

ARTICLE 9: SUBCONSULTANTS/ASSIGNMENT

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

ARTICLE 10: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT: CHI HERMANN CONSULTING
707 Via Zamora
Camarillo, CA 93010

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

With a copy to: TRIUNFO BOARD OF DIRECTORS, CHAIR
c/o Arnold LaRochele Mathews VanConas & Zirbel LLP
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

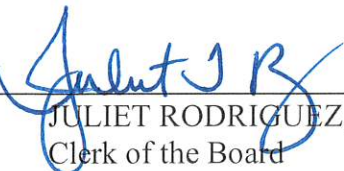
TRIUNFO WATER & SANITATION
DISTRICT

By: 
JANMA ORKNEY, Chair
Board of Directors

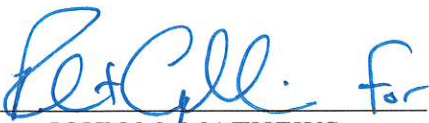
CHI HERMANN CONSULTING

By: 
CHI HERMANN,
Principal

ATTEST

By: 
JULIET RODRIGUEZ,
Clerk of the Board

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

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

APPROVED AS TO ADMINISTRATION

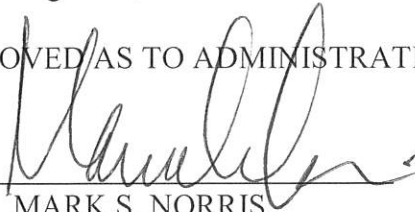
By: 
MARK S. NORRIS,
General Manager

EXHIBIT A
Scope of Services

STATEMENT OF WORK FOR CHI HERMANN CONSULTING

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

- Consultant shall receive direction from the General Manager and provide for professional administrative and analytical support. Duties include, but may not be limited to, the following:
- Analyzes practices and procedures and makes recommendations for organization, operational, policy, and procedural improvements
- Assists in developing policies, procedures, and administrative control systems
- Develops, summarizes, and maintains administrative and fiscal records
- Prepares financial and statistical reports including budget analysis and tracking
- Maintains and updates various District plans, policies and ordinances
- Provides statistical analysis on various fiscal and operational parameters
- Provides support on regulatory related issues

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CONTRACT NO. T19-006-1

**AMENDMENT NO. 1 TO CONTRACT NO. T19-006
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
VICKIE DRAGAN CONSULTING**

THIS AGREEMENT is made and entered into this 1st day of September 2019, by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and VICKIE DRAGAN CONSULTING, hereinafter "CONSULTANT." Together, DISTRICT and CONSULTANT shall be referred to herein as parties.

RECITALS

A. DISTRICT and CONSULTANT entered into TWSD Contract No. T19-006, "Agreement for Consulting Services between Triunfo Water & Sanitation District and Vickie Dragan Consulting" ("Agreement"), wherein CONSULTANT agreed to provide DISTRICT with management and analytical services as its Board of Directors and General Manager may direct.

B. DISTRICT and CONSULTANT now desire to enter into this Amendment No. 1 to TWSD Contract No. T19-006 in order to extend CONSULTANT'S term of work and change the compensation.

C. DISTRICT and CONSULTANT mutually desire to amend the Agreement, as provided below.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Compensation.** Article 5, Section A., Paragraph 1 is hereby amended and replaced as follows: "In consideration of CONSULTANT'S performance of services as described herein for the term of this Agreement, DISTRICT shall pay CONSULTANT fees for her services at the rate of \$124.50 per hour plus any reasonable expenses."
- 3. Extension of Contract Term.** The term of Contract T19-006 is by this amendment extended until December 31, 2020, unless terminated sooner by the mutual written consent of the parties.
- 4. Integrated Contract.** A copy of the original Agreement (TWSD Contract No. T19-006) 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.

TRIUNFO WATER & SANITATION DISTRICT

VICKIE DRAGAN CONSULTING

By _____
JAMES WALL, Chair

By _____
VICKIE DRAGAN, Principal

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

By _____
JOHN M. MATHEWS
Legal Counsel for DISTRICT

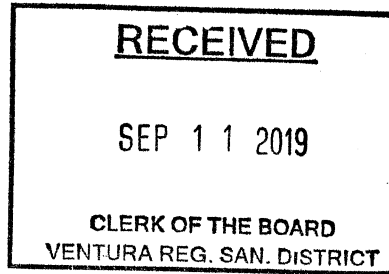
ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO ADMINISTRATION:

By: _____
MARK S. NORRIS,
General Manager

TRIUNFO WATER & SANITATION DISTRICT
CONTRACT NO. T19-006
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
VICKIE DRAGAN CONSULTING



THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of September 2019 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and VICKIE DRAGAN CONSULTING (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

- A. DISTRICT has a need to engage the specialized services of a CONSULTANT to provide DISTRICT with financial and analytical services.
- B. DISTRICT intends to engage and has selected CONSULTANT to provide such financial and analytical services as its Board of Directors and General Manager may direct.
- C. DISTRICT and CONSULTANT set forth the duties and obligations of each party under the terms of this Agreement.

AGREEMENT

ARTICLE 1: WORK STATEMENT

- A. CONSULTANT shall provide the consulting services described in the Scope of Services, which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.
- B. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Scope of Services.

ARTICLE 2: TERM OF CONTRACT

This Agreement shall commence as of September 1, 2019 and, unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2020.

The annual amount for this Agreement shall be established pursuant to Article 5 of this Agreement. The DISTRICT recognizes that under certain circumstances, the CONSULTANT may be unable to continue in her role as Financial Consultant or choose to terminate this

Agreement for reasons beyond her control. In such an event, CONSULTANT will make a reasonable effort to provide the DISTRICT with ninety (90) days notice to terminate this Agreement.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

ARTICLE 4: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

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

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

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein for the initial term of this Agreement, which shall be deemed to be from September 1, 2019 until June 30, 2020, DISTRICT shall pay CONSULTANT fees for her services at the rate of \$120.00 per hour plus any reasonable expenses.

On or prior to the thirtieth (30th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice to the DISTRICT and VRSD (for processing only) in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. For purposes of this paragraph, the DISTRICT shall be deemed to be the Chair of this DISTRICT's

Board of Directors or an individual designated by the Chair. Such approvals shall not be unreasonably withheld. In the event that the invoice is not approved within ten (10) days from the date of submission, it shall be deemed approved. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. The parties agree that during the term of this Agreement, CONSULTANT's total fee shall not exceed the amount specifically approved by the DISTRICT Board of Directors in their annual operating budget for FY 2019-2020. In the event that CONSULTANT anticipates that the amount budgeted will not be sufficient for the work to be done in this fiscal year, the DISTRICT may consider a budget adjustment.

ARTICLE 6: TERMINATION OF CONTRACT

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

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligence or wrongful acts in performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

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

ARTICLE 9: SUBCONSULTANTS/ASSIGNMENT

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

ARTICLE 10: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT: VICKIE DRAGAN CONSULTING
P.O. Box 5789
Ventura, CA93005

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

With a copy to: TRIUNFO BOARD OF DIRECTORS, CHAIR
c/o Arnold LaRochelle Mathews VanConas & Zirbel LLP
300 E. Esplanade Drive, Suite 2100
Oxnard, CA 93036

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

TRIUNFO WATER & SANITATION
DISTRICT

VICKIE DRAGAN CONSULTING

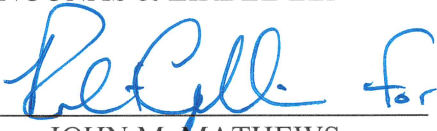
By: 
JANNA ORKNEY, Chair
Board of Directors

By: 
VICKIE DRAGAN,
Principal

ATTEST

By: 
JULIET RODRIGUEZ,
Clerk of the Board

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

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

APPROVED AS TO ADMINISTRATION:

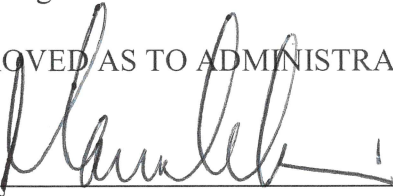
By: 
MARK S, NORRIS,
General Manager

EXHIBIT A
Scope of Services

STATEMENT OF WORK FOR VICKIE DRAGAN CONSULTING

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

- Consultant shall receive direction from the General Manager and provide for professional financial support. Duties include, but may not be limited to, the following:
- Oversees financial aspects for the District (i.e., rate setting, long range financial planning and forecasting, debt management, and budget planning)
- Provides general oversight of VRSD financial services (i.e., cost of services, indirect cost development and allocation, and budget development)

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CONTRACT NO. T19-008-1

**AMENDMENT NO. 1 TO CONTRACT NO. T19-008
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
DOYLE CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this 1st day of January 2020, by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and DOYLE CONSULTING SERVICES, hereinafter "CONSULTANT." Together, DISTRICT and CONSULTANT shall be referred to herein as parties.

RECITALS

A. DISTRICT and CONSULTANT entered into TWSD Contract No. T19-008, "Agreement for Consulting Services between Triunfo Water & Sanitation District and Doyle Consulting Services" ("Agreement"), wherein CONSULTANT agreed to provide DISTRICT with management and analytical services as its Board of Directors and General Manager may direct.

B. DISTRICT and CONSULTANT now desire to enter into this Amendment No. 1 to TWSD Contract No. T19-008 in order to extend CONSULTANT'S term of work and change the compensation.

C. DISTRICT and CONSULTANT mutually desire to amend the Agreement, as provided below.

AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Recitals.** The above Recitals are hereby incorporated into this Amendment as if set forth fully herein.
- 2. Compensation.** Article 5, Section A., Paragraph 1 is hereby amended and replaced as follows: "In consideration of CONSULTANT's performance of services as described herein for the term of this Agreement, DISTRICT shall pay CONSULTANT fees for his services at the rate of \$123.50 per hour plus any reasonable expenses."
- 3. Extension of Contract Term.** The term of Contract T19-008 is by this amendment extended until December 31, 2020, unless terminated sooner by the mutual written consent of the parties.
- 4. Integrated Contract.** A copy of the original Agreement (TWSD Contract No. T19-008) 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.

TRIUNFO WATER & SANITATION DISTRICT

DOYLE CONSULTING SERVICES

By _____
JAMES WALL, Chair

By _____
TIMOTHY DOYLE, President

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

By _____
JOHN M. MATHEWS
Legal Counsel for DISTRICT

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO ADMINISTRATION:

By: _____
MARK S. NORRIS,
General Manager

**TRIUNFO WATER & SANITATION DISTRICT
CONTRACT NO. T19-008
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
DOYLE CONSULTING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2020 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and DOYLE CONSULTING SERVICES (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

- A. DISTRICT has a need to engage the specialized services of a CONSULTANT to provide DISTRICT with management and analytical services.
- B. DISTRICT intends to engage and has selected CONSULTANT to provide such management and analytical services as its Board of Directors and General Manager may direct.
- C. DISTRICT and CONSULTANT set forth the duties and obligations of each party under the terms of this Agreement.

AGREEMENT

ARTICLE 1: WORK STATEMENT

- A. CONSULTANT shall provide the consulting services described in the Scope of Services, which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.
- B. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Scope of Services.

ARTICLE 2: TERM OF CONTRACT

This Agreement shall commence as of January 1, 2020 and, unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2020.

This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the parties. The CONSULTANT, on behalf of the DISTRICT’s Board of Directors (“BOARD”), shall prepare, in a form approved by the DISTRICT Counsel, and sign the extension agreement(s) at the beginning of each of the four fiscal years; if, and only if, the BOARD has

approved the annual amount of each contract extension in the DISTRICT Operating Budget for that fiscal year. The annual amount for this Agreement and for each contract extension to this Agreement shall be established pursuant to Article 5 of this Agreement. The DISTRICT recognizes that under certain circumstances, the CONSULTANT may be unable to continue in his role as Analyst/Engineering Consultant or choose to terminate this Agreement for reasons beyond his control. In such an event, CONSULTANT will make a reasonable effort to provide the DISTRICT with ninety (90) days notice to terminate this Agreement.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

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

ARTICLE 4: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

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

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

ARTICLE 5: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein for the initial term of this Agreement, which shall be deemed to be from January 1, 2020 until June 30, 2020, DISTRICT shall pay CONSULTANT fees for his services at the rate of \$119.00 per hour plus any reasonable expenses.

On or prior to the thirtieth (30th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice to the DISTRICT and VRSD (for processing only) in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. For purposes of this paragraph, the DISTRICT shall be deemed to be the Chair of this DISTRICT's Board of Directors or an individual designated by the Chair. Such approvals shall not be unreasonably withheld. In the event that the invoice is not approved within ten (10) days from the date of submission, it shall be deemed approved. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. The parties agree that before each fiscal year during the term of this Agreement, CONSULTANT shall provide to DISTRICT a budget of CONSULTANT's estimated total fees to be paid for that fiscal year. In the event that CONSULTANT anticipates that the amount budgeted will not be sufficient for the work to be done in a given fiscal year, the DISTRICT may consider a budget adjustment.

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

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

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

ARTICLE 6: TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall

have the right to expend additional time (payment of which is not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligence or wrongful acts in performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

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

ARTICLE 9: SUBCONSULTANTS/ASSIGNMENT

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

ARTICLE 10: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

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

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

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

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

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 14: CALIFORNIA LAW

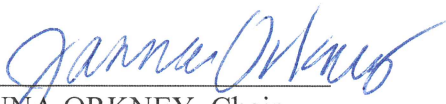
This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

TRIUNFO WATER & SANITATION
DISTRICT

DOYLE CONSULTING SERVICES

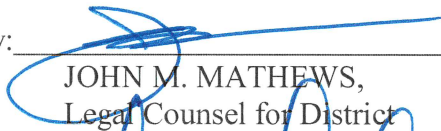
By: 
JANNA ORKNEY, Chair
Board of Directors

By: 
TIMOTHY DOYLE,
its President

ATTEST

By: 
JULIET RODRIGUEZ,
Clerk of the Board

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

By: 
JOHN M. MATHEWS,
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

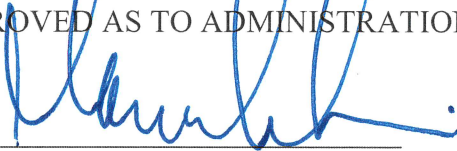
By: 
MARK S. NORRIS,
General Manager

EXHIBIT A
Scope of Services

STATEMENT OF WORK FOR DOYLE CONSULTING SERVICES

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

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

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