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December 20, 2021

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

TWSD CONTRACT NO. T21-007 FOR LEGAL SERVICES WITH ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP

Summary

The law firm of Arnold Larochelle Mathews Vanconas & Zirbel LLP (Firm) has provided legal services to the Triunfo Water & Sanitation District (District) for many years. The Firm recently notified staff that although there has not been a rate change in many years, one is necessary to continue legal services. The new rate of \$300 per hour with an annual cost of living increase is included in the contract. Staff recommends the Board approve and sign TWSD Contract No. T21-007 with Arnold Larochelle Mathews Vanconas & Zirbel LLP.

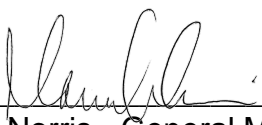
Fiscal Impact

Legal Counsel costs are included in the FY 2021-2022 Budget but given the varied hours and fees, the exact impact will be determined later this fiscal year and a budget adjustment requested.

Recommendation

It is recommended that the Board review and approve the Chair to sign the proposed TWSD Contract No. T21-007 with Arnold Larochelle Mathews Vanconas & Zirbel LLP.

REVIEWED AND APPROVED



Mark Norris - General Manager

Attachment: TWSD Contract No. T21-007

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ARNOLD LAROCHELLE MATHEWS
VANCONAS & ZIRBEL LLP

Writer's Email
jmathews@atozlaw.com

December 14, 2021

Mark Norris
General Manager
Triunfo Water & Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003

Re: Legal Services Contract

Dear Mr. Norris:

I have provided you with an updated contract for legal services for Triunfo Water & Sanitation District with Arnold LaRochele Mathews Van Conas & Zirbel LLP. This contract adjusts our hourly billing rate which has not been changed for several years.

Please place the contract on the next board meeting agenda for the Board of Directors' consideration. I'll be happy to answer any questions at that time that the board may have.

Very truly yours,

ARNOLD LAROCHELLE MATHEWS
VANCONAS & ZIRBEL LLP

John M. Mathews

JMM:np

KENDALL A. VANCONAS* | ROBERT N. KWONG | SUSAN L. MCCARTHY

OF COUNSEL GARY D. ARNOLD | JOHN M. MATHEWS | DENNIS LAROCHELLE | MARK A. ZIRBEL** | DEAN W. HAZARD

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***Retired*

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TRIUNFO WATER & SANITATION DISTRICT CONTRACT NO. T21-007

**AGREEMENT FOR LEGAL SERVICES
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP**

THIS AGREEMENT is made and entered into this 20 day of December, 2021, by and between the TRIUNFO WATER & SANITATION DISTRICT (hereinafter "District") and ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP (hereinafter "Law Firm").

1. Legal Services. Law Firm shall provide to District general counsel legal services as requested by District and keep District informed of progress on any projects assigned to Law Firm by District. District shall cooperate with Law Firm in Law Firm's provision of legal services.

2. Term of Contract.

a. Unless otherwise earlier terminated, this Agreement shall continue in full force until the services specified herein have been fully performed. District may discharge Law Firm at any time, for any reason whatsoever, upon providing written notice to Law Firm. Law Firm may, upon written notice, withdraw from representation with District's consent or for good cause consistent with its ethical obligations to District.

b. In the event that District and/or Law firm terminate this Agreement, Law Firm shall, upon District's request, deliver to District the file or files relating to Law Firm's representation of District, along with any funds or property of District in Law Firm's possession. If District does not request a file or files for any matter, Law Firm shall retain all files for a period of four years after Law Firm's representation is terminated. If District does not request delivery of the file or files before the end of said four year period, Law Firm will have no further obligation to retain the files.

3. Fees and Payment of Fees.

a. The legal fees District will be charged are based on the number of hours of attorney time expended on District's behalf, multiplied by the appropriate hourly rate for each attorney involved in the matter. The hourly rate for the of counsel and partners of Law Firm is \$300.00, the hourly rate for associates is \$265.00, and the hourly rate for legal assistants is \$85.00. These rates are subject to annual review, as of January 1st of each year, and revision by Law Firm, with any increase not to exceed five percent (5%) or the increase in the Consumer Price Index, whichever is higher, in the previous year without Board approval.

b. In addition to paying legal fees, District shall reimburse Law Firm for all costs and expenses charged by third parties to Law Firm, including, but not limited to, fees fixed by law or assessed by courts or other agencies, messenger and other delivery fees, off-site

photocopying, investigation expenses, consultants' fees, expert witness fees and other similar items. District will not be charged separately for those items Law Firm considers to be part of its general overhead, such as in-office photocopying, ordinary secretarial time, postal fees, telephone expenses, and the like.

c. District shall approve the hiring of any expert consultant and any consultant's fees will be billed directly to District and District will pay such statements promptly within 30 days of receipt. Subject to District's pre-approval, costs may also include expenses related to out-of-town travel by Law Firm's legal personnel.

d. Law Firm shall send District periodic statements for fees and costs incurred which will show all services rendered and costs incurred. District shall pay Law Firm's statements within 30 days after receipt of each statement.

4. Independent Contractor Relationship.

a. It is expressly understood between the parties that no employee/employer relationship is intended and the relationship of Law Firm to District shall be 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 Law Firm.

b. Law Firm is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by District, and for coordinating all portions of the work so the results will meet the requirements of this Agreement, but shall not be responsible for the means, methods and procedures of District's other consultants. Law Firm will supply all equipment and instrumentalities required to perform its services under this Agreement.

5. Confidential Relationship/Title to Documents. Law Firm 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 Law Firm under this Agreement or any information made available to Law Firm by District shall be revealed, disseminated or made available by Law Firm to any person or entity other than District without the consent of District. All data and other documents developed, prepared, completed or acquired by Law Firm during the performance of its services hereunder shall be turned over to District upon termination of this Agreement.

6. 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.

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

8. **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 in the County of Ventura.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TRIUNFO WATER & SANITATION DISTRICT

By _____
"District"

ARNOLD LAROCHELLE MATHEWS VANCONAS &
ZIRBEL LLP

By _____
John M. Mathews, Of Counsel "Law Firm"

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