

RESOLUTION NO. 2017-368

A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AUTHORIZING AND DIRECTING THE CHAIR TO ENTER INTO UPDATE #1 TO AGREEMENT FOR LEGAL SERVICES, SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, GIL TRUJILLO, ESQ. AND WENDY STOCKTON, ESQ.

WHEREAS, District entered into an Agreement on November 4, 2015 for legal services with Gilbert A. Trujillo, Esq. and Wendy Stockton, Esq. ("Attorneys"); and

WHEREAS, Attorneys have requested that the Agreement be modernized to clarify their status as independent contractors, to require them to pay for all expenses, to raise their rates to \$185 per hour, and to provide for future rate adjustments and termination on 30 days' notice; and

WHEREAS, the request appears to be in the District's best interest as it should not result in significant increased costs compared to already budgeted amounts and the rate appears to remain below going market rates for general counsel services.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of South San Luis Obispo County Sanitation District as follows:

1. Update #1 to Agreement for Legal Services, South San Luis Obispo County Sanitation District, Gil Trujillo, Esq. and Wendy Stockton, Esq. is hereby approved; and
2. The Chair is authorized and directed to sign the update.

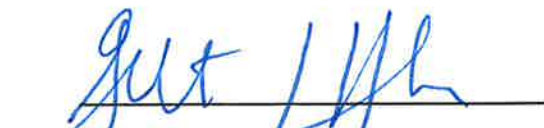
PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District held May 3, 2017.



 John P. Shanks Board Chair

Approved As to Contents:

ATTEST:



 DISTRICT SECRETARY
 Acting



 District Administrator

UPDATE NO. 1 TO AGREEMENT FOR LEGAL SERVICES
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
GIL TRUJILLO, ESQ. AND WENDY STOCKTON, ESQ.

This Update No. 1 to Agreement is made by and between the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT ("District") and Gil Trujillo, Esq. and Wendy Stockton, Esq. ("Attorneys"), in San Luis Obispo County, California.

RECITALS

- A. The District operates a wastewater treatment plant and related equipment and works. Legal services are not a regular part of the operation of a wastewater plant; however, the District needs prompt access to legal services from attorneys whose qualifications have been reviewed and approved by Entity according to terms which have been agreed in advance; and
- B. District requested proposals for District Counsel on June 17, 2015; and
- C. Attorneys submitted a proposal dated July 16, 2015 to provide legal services to District;
- D. District wishes to continue to hire Attorneys to provide legal services as independent contractors.

Now, therefore, District and Attorneys agree:

- 1. District hereby hires Attorneys to provide legal services as specified in this Agreement.
- 2. Attendance at District Board of Director meetings. Gil Trujillo will serve as lead for these services, and as lead for Board contacts, with Wendy Stockton as alternate.
 - a. Other non-litigation general services including, but not limited to, document drafting, document review, attendance at meetings and hearings other than District Board meetings, and rendering legal opinions to the District Board or District Administrator. Wendy Stockton will serve as lead for these services, with Gil Trujillo as alternate.
 - b. Litigation services not requiring special counsel. Either Gil Trujillo or Wendy Stockton may serve as lead for these services,
- 3. Attorneys shall provide the services referred to in Paragraph 2 only as requested by the District Board or District Administrator. However, neither the District Board nor the District Administrator may supervise, direct or control the Attorneys in their providing of services.
- 4. Attorneys agree to provide services in a prompt and competent fashion and will determine the order and sequencing of the services. It is understood that Attorneys are free to engage in employment or to serve as independent consultants elsewhere and it will be necessary to provide adequate notice to Attorneys of the need for services referenced in Paragraph 2 above.
- 5. Attorneys will prepare monthly billing statements for services. The District Board will approve legal fees as part of the general warrant approval process prior to payment.

6. Attorneys will be responsible to communicate with the Board or District Administrator to request clarification relating to services to be performed under this agreement.
7. Attorneys will provide, at their expense, all assistants, office space, tools, equipment, training, licensing, malpractice insurance, and legal libraries necessary to complete services under this Agreement. Attorneys will not expense the District for long distance phone calls, photocopying, emailing or secretarial time.
8. Attorneys will bill their hourly rate referenced in Paragraph 1 above, one way, for travel outside San Luis Obispo County.
9. Upon Attorneys' recommendation and authorization from the District Board and/or District Administrator, the District will retain Special Counsel to associate with or supplement the services of District Legal Counsel.
10. Attorneys will comply with Federal, State and District conflict-related rules and regulations. Attorneys agree to at all times avoid conflicts of interest, with the interests of the District in the performance of legal services. Attorneys further agree to avoid personal involvement in situations which are inconsistent or incompatible with providing legal services to the District. Attorneys will file form 700 Statements of Economic Interest as consultants.
11. Any modifications to this Agreement must be in writing and signed by the party to be charged. District shall have no power to immediately terminate either Mr. Trujillo or Ms. Stockton for failure to complete a job; however, this Agreement may be terminated by District providing 30 days' written notice to Attorneys. Attorneys may terminate this Agreement by providing 30 days' prior written notice to District.

Notices required under this Agreement shall be sent to the following:

DISTRICT: SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
P.O. Box 339
Oceano, CA 93445
Attn: District Administrator
Email: gerhardt@ssllocsd.us

GIL TRUJILLO
P.O. Box 2395
Avila Beach, CA 93424
With a copy to: gat1848@comcast.net

WENDY STOCKTON
P.O. Box 629
Grover Beach, CA 93483
With a copy to: wendylegal55@gmail.com

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail – 5 calendar days after deposit into United States Mail, first-class postage prepaid.

(b) If by express courier service or hand-delivery – on the date of receipt by the receiving party.

Addresses set forth for notices may be changed upon written notice to District or Attorneys, as appropriate.

12. Attorneys agree to cooperate with District and subsequent District Legal Counsel to assist in an orderly transition of legal services, including providing files to succeeding District Legal Counsel. Attorneys will charge District for services referenced in this paragraph according to paragraphs 2 and 8, above.

13. Indemnification. Except in the event of reckless or intentional misconduct by Attorneys, and excluding any motor vehicle accidents or professional liability claims, District agrees to indemnify, hold harmless, and defend Attorneys from any and all charges, complaints, claims, liabilities, obligations, demands, suits, actions, damages, debts and expenses (including attorney's fees and costs actually incurred) hereinafter made, or brought, arising out of the attorney services performed by Attorneys within the scope of this Agreement.

14. This Agreement is effective on the date executed by District.

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT



By: John Shoals, Chairman

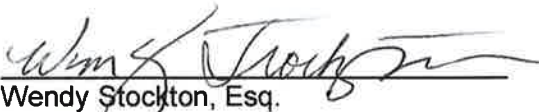
SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT Board of Directors

ATTORNEYS:



Gil Frujillo, Esq.

Date: 6-7-17



Wendy Stockton, Esq.

Date: 5/12/17