



June 29, 2017

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF AMENDMENT NO. 1 TO INCREASE THE TOTAL COMPENSATION AND TO EXTEND THE TERM OF VRSD CONTRACT NO. 14-017 WITH OJAI VALLEY SANITARY DISTRICT FOR OPERATIONS AND MAINTENANCE SUPPORT SERVICES

RECOMMENDATION

Approve, and authorize the Board Chair to sign, Amendment No. 1 to VRSD Contract No. 14-017 with Ojai Valley Sanitary District to increase the total compensation by \$85,089 for FY 2018 and extend the term by two years through June 30, 2019.

FISCAL IMPACT

The revenue for this contract is included in the adopted FY2018 District budget in Contract Services.

BACKGROUND/ANALYSIS

The District has provided operations and maintenance services to Ojai Valley Sanitary District under VRSD Contract No. 14-017 since June 23, 2014. Ojai Valley Sanitary District desires to continue the services for three more years and has requested VRSD to extend the contract for FY 2018 in the amount of \$85,089.

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

If you should have any questions or need additional information, please contact me at (805) 658-4648 or via email at richardjones@vrsd.com.

(Signatures on next page)



FOR

RICHARD JONES, WATER/WASTEWATER OPERATIONS SUPERINTENDENT

APPROVED FOR FUNDS AVAILABLE:



Vickie Dragan, Director of Finance

APPROVED FOR JUNE 29, 2017 AGENDA:



Chris Theisen, General Manager

Attachment: Amendment No. 1 to VRSD Contract No. 14-017

CONTRACT NO. OVSD-2017-11

VRSD CONTRACT NO. 14-017-1

**AMENDMENT NO. 1 TO CONTRACT NO. OVSD-2014-11
VRSD CONTRACT NO. 14-017**

**AGREEMENT FOR
OPERATIONS AND MAINTENANCE SUPPORT SERVICES
BETWEEN
OJAI VALLEY SANITARY DISTRICT
AND
VENTURA REGIONAL SANITATION DISTRICT**

THIS AMENDMENT is made and entered into this 29th day of June 2017, by and between OJAI VALLEY SANITARY DISTRICT, a political subdivision of the State of California (“DISTRICT”), and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“VRSD”) Together, DISTRICT and VRSD shall be referred to herein as Parties.

RECITALS

A. On June 23, 2014, DISTRICT and VRSD entered into Contract OVSD-2014-11 VRSD Contract No. 14-017, Agreement for Operation and Maintenance Support Services (“Agreement”), wherein VRSD agreed to provide for operation and maintenance support services at DISTRICT’s wastewater treatment plant and collection system as requested by DISTRICT (collectively “SERVICES”); and

B. DISTRICT and VRSD acknowledge and agree that both Parties desire to renew and extend the Agreement for two additional years, and that this can be accomplished by amending the Agreement (Contract No. OVSD-2014-11 VRSD Contract No. 14-017) accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 3: AGREEMENT EFFECTIVE DATE AND TERMINATION of the Agreement governing the amendment of the Agreement, as follows:

1. The following language shall replace the original provisions of Section 3.1 of ARTICLE 1: AGREEMENT EFFECTIVE DATE AND TERMINATION:

“3.1 Effective Date

This Agreement shall commence on July 1, 2014 and shall expire on June 30, 2019, unless extended by mutual agreement of the Parties or terminated as hereinafter provided.”

2. Exhibit “B” of the original agreement (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2014 THROUGH JUNE 30, 2017) shall be replaced in its entirety by Exhibit “B-1” (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2017 THROUGH JUNE 30, 2018), attached hereto and incorporated herein by reference.

3. Exhibit “C” of the original agreement (VENTURA REGIONAL SANITATION DISTRICT W&WW ISF Equipment and Charges - FY 2015) shall be replaced in its entirety by Exhibit “C-1” (VENTURA REGIONAL

SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES JULY 1, 2017 THROUGH JUNE 30, 2018), attached hereto and incorporated herein by reference.

4. The following language shall replace the original provisions of Subsection (a) of Section 4.2 in of ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES: “(a) On or before the tenth (10th) working day following the end of any month for which payments are required to be made under this Agreement (“Billing Period”), VRSD shall mail to DISTRICT a bill setting forth the fees for such prior month based on approved work and materials. The bill shall be prepared using the rates described in Exhibits B-1 and C-1, attached hereto and incorporated herein. In the event the rate schedules contained in Exhibits B-1 and C-1 expire, their rates shall remain effective until this Agreement is amended with superseding rate schedules. Payment is due thirty (30) days after the invoice date, DISTRICT shall present payment to VRSD for the full amount of such fees.”

5. **Integrated Contract.** A copy of the original Agreement (Contract No. OVSD-2014-11 VRSD Contract No. 14-017) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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

VENTURA REGIONAL
SANITATION DISTRICT

OJAI VALLEY SANITARY DISTRICT

By _____
WILLIAM WEIRICK
Chairman of the Board

By _____
WILLIAM M. STONE
Chairman of the Board

ATTEST

ATTEST

By _____
LISA MCKINLEY
Acting Clerk of the Board

By _____
JOHN R. CURTIS
Secretary

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT B-1

VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2017 THROUGH JUNE 30, 2018

		FY 2017		FY 2018	
CENTRAL ADMINISTRATION					
Div.	Title	Hourly	OT	Hourly	OT
CA	Office Assistant	\$56	\$84	\$57	\$86
CA	Administrative Assistant	\$56	\$84	\$57	\$86
CA	Human Resources Technician	\$56	\$84	\$57	\$86
CA	Fiscal Assistant	\$67	\$101	\$68	\$103
CA	Executive Assistant	\$78	\$117	\$80	\$119
CA	Human Resources Analyst	\$89	\$134	n/a	n/a
CA	Human Resources Administrator	\$89	\$134	\$91	\$136
CA	Human Resources Manager	n/a	n/a	\$91	\$136
CA	Management Analyst	\$97	\$146	\$99	\$148
CA	Accountant	\$97	\$146	\$99	\$148
CA	Senior Accountant	\$97	\$146	\$99	\$148
CA	Senior Management Analyst	\$97	\$146	\$99	\$148
CA	Director of Finance	\$154	\$231	\$157	\$236
CA	General Manager	\$188	\$282	\$192	\$288
OPERATIONS					
Div.	Title	Hourly	OT	Hourly	OT
WWW	Office Assistant	\$56	\$84	\$57	\$86
WWW	Administrative Assistant	\$56	\$84	\$57	\$86
WWW	W/WW Helper	\$55	\$83	\$56	\$84
WWW	W/WW Worker	\$81	\$122	\$83	\$124
WWW	Construction Specialist	\$97	\$146	\$99	\$148
WWW	Electrical/Mechanical Worker	\$104	\$156	\$106	\$159
WWW	WWW Operator in Training	\$104	\$156	\$106	\$159
WWW	W/WW Treatment Operator I	\$104	\$156	\$106	\$159
WWW	W/WW Treatment Operator II	\$104	\$156	\$106	\$159
WWW	W/WW Treatment Operator III	\$104	\$156	\$106	\$159
WWW	W/WW Treatment Operator IV	\$104	\$156	\$106	\$159
WWW	W/WW Treatment Operator V	\$104	\$156	\$106	\$159
WWW	W/WW Treatment Plant Operator	\$104	\$156	n/a	n/a
WWW	Environmental Resource Analyst	\$112	\$168	\$114	\$171
WWW	Instrumentation Technician	\$114	\$171	\$116	\$174
WWW	Electrical & Instrumentation Control Supervisor	n/a	n/a	\$118	\$177
WWW	WWW Operations Supervisor	\$116	\$174	\$118	\$177
WWW	WWW Operations Superintendent	\$131	\$197	\$134	\$200
SW	Solid Waste Worker	\$79	\$119	\$81	\$121
SW	Solid Waste Equipment Operator	\$104	\$156	\$106	\$159
SW	Senior Solid Waste Equipment Operator	\$104	\$156	\$106	\$159
SW	Engineering Technician	\$107	\$161	\$109	\$164
SW	Solid Waste Supervisor	\$113	\$170	\$115	\$173
SW	Senior Engineering Technician	\$116	\$174	\$118	\$177
SW	Director of Operations	\$154	\$231	\$157	\$236

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services: 15%

EXHIBIT C-1

VENTURA REGIONAL SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES JULY 1, 2016 THROUGH JUNE 30, 2017

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$100		
Airless Sprayer Epic 660E				\$35		
Bulldog Nozzle		\$25				
Chlorine Residuals, Field Tests		\$4				
Coatings & Linings - Hand Tools				\$20		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$50		
Compressor, Air				\$100		
Computer, Laptop				\$50		
Concrete Mixer				\$50		
Confined Space Tripod/Harness System w/air blower				\$50		
Debris Catcher				\$25		
Digital Manometer		\$1				
Epoxy Injection Machine				\$310		
Fleet Vehicle Use (mileage)	\$1					
Fuel Filtering System				\$55		
Gas Analyzer (GEM)						\$228
Gas Scope (meter)		\$20				
Generator - 2kw				\$25		
Generator - 5kw				\$25		
Generator - 70kw				\$100		
Grunfos Control Box		\$15				
Laptop computer				\$50		
Laser Alignment Equipment				\$75		
Lateral Camera (use = each lateral)		\$100				
Load Bank				\$45		
Locator (or metal detector)				\$25		
Manhole Rehab Equipment = \$65/vertical foot		\$65/vft				
Metal Detector (Locator)				\$25		
Meter - Electrical Conductivity		\$5				
Meter - QED Flow Cell Meter		\$20				
Mule (ATV)						\$280
Oil System				\$40		
Peristolic Pump		\$20				
pH, Field Tests		\$5				
Polymixer						\$130
Portable Hydrorodder				\$375		
Portable Welder				\$20		
Pressure Washer			\$5	\$40		
Pressure Washer - High Pressure/Hot Water				\$55		

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2016 THROUGH JUNE 30, 2017**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Pulse Air System				\$55		
Pump - 3" Pump				\$40		
Pump - 4" Godwin				\$100	\$560	\$2,250
Pump - 4" Trailer-Mounted Pump				\$60	\$336	\$1,350
Pump - Dewatering Pump (Potable)				\$50	\$150	\$400
Pump - Diaphragm Pump				\$100	\$560	\$2,250
Pump - King Pump				\$100	\$560	\$2,250
Pump - Trash Pump, 6"				\$100	\$560	\$2,250
Pumper Trailer				\$50		
Push Camera				\$75		
Root Saw or Chain Scraper				\$25		
Sampler - Automatic (ISCO)		\$30				
Sandblaster				\$45		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				\$30-\$130		
Sprayer, Airless and Manhole				\$100		
Sprayer, Extreme Airless				\$250		
Test Bench, Water (Ford)						\$250
Traffic Control Items (cones/signs)				\$30		
Vactor with Chase Truck (for traffic control) *			\$75	\$550		
Vactor without Chase Truck *			\$62	\$500		
Vacuum Truck *				\$300		
Vehicle - MULE (all terrain vehicle)						\$280
Vehicle - Standby Truck w/crane, pump, & tank		\$25				
Vehicle or Forklift				\$25		
Vehicle #2106 (Assigned to TSD)						\$578
Vehicle #2107 (Assigned to TSD)						\$600
Vehicle #2122 (Assigned to TSD)						\$1,000
Vehicle #2131 (Assigned to TSD)						\$620
Video Inspection Vehicle (TV Van) *				\$300		
Water line depth sounder		\$2				
Water Trailer (250 Tank)				\$60		
Well Control Box (pump controller-QED)		\$10				

* Hourly/Daily rate does not include fuel surcharge.

SUPPLY (CONSUMABLE)	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		\$15				
Consumables				\$3		
Float Switch		\$53				
Float Weight		\$10				

EXHIBIT 1
CONTRACT NO. OVSD-2014-11

DUPLICATE
ORIGINAL

RECEIVED

VRSD CONTRACT NO. 14-017

2014 JUN 26 AM 9:27
VENTURA REGIONAL
SANITATION DISTRICT

**AGREEMENT FOR
OPERATIONS AND MAINTENANCE SUPPORT SERVICES
BETWEEN
OJAI VALLEY SANITARY DISTRICT
AND
VENTURA REGIONAL SANITATION DISTRICT**

THIS AGREEMENT is made and entered into this 23rd day of June 2014, by and between OJAI VALLEY SANITARY DISTRICT, a political subdivision of the State of California, hereinafter "DISTRICT", and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "VRSD".

RECITALS

A. DISTRICT is the owner of a wastewater treatment facility which is referred to herein as "FACILITIES" and located in the Ventura County area; and

B. DISTRICT desires to enter into an agreement with VRSD to provide for operation and maintenance support services at DISTRICT's wastewater treatment plant and collection system as requested by DISTRICT (collectively "SERVICES"); and

C. VRSD has the authority, pursuant to Health & Safety Code Section 4700 et. seq. and Public Contract Code §20782, and capability to provide the requested services relative to DISTRICT and is willing to perform such services for DISTRICT.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

AGREEMENT

ARTICLE 1: RETENTION OF VRSD

1.1 VRSD shall provide services to DISTRICT on the conditions hereinafter set forth. DISTRICT's business manager shall administer this Agreement for DISTRICT. It is expressly understood that the relationship between DISTRICT and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of DISTRICT.

1.2 VRSD shall assign a Staff Coordinator or Liaison satisfactory to the DISTRICT to work directly with DISTRICT's designee in connection with VRSD's services to be performed under this Agreement. Such assignment shall be made by written notice to DISTRICT.

1.3 VRSD accepts the relationship of trust and confidence established between VRSD and DISTRICT by this agreement. VRSD agrees to furnish efficient business administration, personnel services, and superintendence and to use its best efforts to perform the work in the most expeditious and economical manner consistent with the public interest and applicable regulations. VRSD shall provide the services described in Article 2 within the limitations of an annual budget total approved by both agencies.

1.4 The parties acknowledge that DISTRICT retains exclusive authority and budgetary discretion relating to the funding of DISTRICT's operation and maintenance of its facilities, including provision for acquiring, repairing, maintaining and replacing DISTRICT's existing equipment, structures and facilities and installation of new equipment, structures and facilities.

ARTICLE 2: SCOPE OF SERVICES

See attached Exhibit A.

ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION

3.1 Effective Date

This Agreement shall commence on July 1, 2014 and shall expire on June 30, 2017, unless extended by mutual agreement of the parties or terminated as hereinafter provided.

3.2 Termination by DISTRICT

This agreement may be terminated by DISTRICT upon the following terms and conditions:

a. DISTRICT may terminate this agreement in the event of a material default by VRSD in any of VRSD's obligations hereunder. For purposes of this Agreement, a material default shall be defined as VRSD's failure to perform any of the obligations contained in Article 2 herein. Such termination by DISTRICT shall be effective only if the default remains uncured upon the expiration of sixty (60) days after VRSD's receipt of written notice from DISTRICT specifying the default. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD from liability for such default. In case of termination of this Agreement by DISTRICT for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default. DISTRICT may also terminate this agreement if DISTRICT and VRSD cannot agree on annual budget for any fiscal year during the term of this agreement.

3.3 Termination by VRSD

This agreement may be terminated by VRSD upon the following terms and conditions:

VRSD may terminate this agreement in the event of a material default by DISTRICT in any of DISTRICT's obligations hereunder. For purposes of this Agreement, a material default shall be defined as DISTRICT's failure to perform any of the obligations contained in ARTICLE 5. Such termination by VRSD shall be effective only if the default remains uncured upon the expiration of sixty (60) days after DISTRICT's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of DISTRICT shall not relieve DISTRICT from liability for such default.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

a. Operational Costs. DISTRICT shall pay to VRSD the entire cost to VRSD of performing the services within the limitations of the annual budget total approved by both agencies. DISTRICT shall be billed only for costs incurred. DISTRICT shall not be billed for costs exceeding the total budgeted amount and VRSD shall not be obligated to perform work that would exceed the total budgeted amount without amendment of the jointly adopted budget specified in DISTRICT's approved budget. A budget shall be adopted by both agencies following annual review and consultation and each succeeding budget total shall become a part of this agreement. For the purpose of this agreement, the entire cost to DISTRICT shall include:

b. For personnel services, the VRSD billing rate associated with the classification of each individual performing services, as shown in the jointly adopted budget and associated billing rate schedule.

c. For services and supplies, the actual cost of the materials and services purchased, to which overhead has been applied and included in the jointly adopted budget. The overhead amount may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this agreement is in effect. VRSD shall, pursuant to its own procedures, practices, and regulations, arrange for the purchase of and payment for all service and supply items.

d. For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in the jointly adopted budget and associated billing rate schedule.

4.2 Compensation for Services

(a) On or before the tenth (10th) working day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), VRSD shall mail to DISTRICT a bill setting forth the fees for such prior month based on approved work and materials. Payment is due thirty (30) days after the invoice date, DISTRICT shall present payment to VRSD for full amount of such fees.

(b) If DISTRICT disputes any amount billed by VRSD in any Billing Statement, DISTRICT shall nonetheless pay the undisputed amount and shall mail to VRSD detailed written objection within twenty (20) days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to DISTRICT for its objection to or disagreement with such amount. If DISTRICT and VRSD are not able to resolve such dispute within twenty (20) working days after DISTRICT's objection, either party may pursue legal remedies.

(c) If payment in full of any bill rendered by VRSD is not made as required, the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. VRSD shall also be entitled to recover its reasonable expenses, including attorneys' fees, incurred in obtaining payment of any unpaid balance hereunder. DISTRICT may, at its option, pay all or any portion of a bill under written protest and bring action to recover same.

4.3 Existing Fixed Assets

All existing DISTRICT fixed assets, rolling stock, inventory and supplies of and accessory to the WASTEWATER FACILITIES are and will remain the property of DISTRICT. VRSD is acting solely as an agent on behalf of DISTRICT in its acquisition, use, and disposition of such items. VRSD shall not enter into contracts for acquisition or disposal of DISTRICT fixed assets without prior approval of DISTRICT.

4.4 Records

VRSD shall maintain all accounting in conformance with generally accepted accounting principles and all applicable laws and regulations.

4.5 Examination of Records

VRSD agrees that DISTRICT shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of VRSD and of all the transactions relating to this Agreement.

ARTICLE 5: DISTRICT'S RESPONSIBILITY

5.1 DISTRICT shall provide VRSD, without charge, all information available to DISTRICT and assistance in regard to obtaining any work performed by DISTRICT or others in connection with the WASTEWATER FACILITIES, including but not limited to: pertinent maps, reports, plans and specifications, necessary legal information, etc., which work or material is available to DISTRICT and which is required in connection with services.

ARTICLE 6: INSURANCE

6.1 VRSD, at its sole discretion, shall determine the method to be used in the management of its risk. VRSD shall have the right to self-insure or provide coverage through the California Sanitation Risk Management Authority or provide certificates of insurance to DISTRICT in amounts not less than those specified below:

- a. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- b. General & Automobile Liability with combined single limit of \$5,000,000 for bodily injury, death or property damage.

6.2 VRSD may retain risks of accidental loss which occur with predictable frequency and will not have serious adverse effect on VRSD's fiscal position. When insurance is purchased, Certificates of Insurance evidencing coverage shall be provided by VRSD prior to commencement of work under this Agreement. These certificates shall name DISTRICT as Additional Insured and contain a provision that coverage afforded under the policies will not be canceled until at least 30 days' prior written notice has been given to DISTRICT.

6.3 VRSD shall not be responsible for damage or loss by any peril to facilities and equipment owned by DISTRICT other than as provided in Article 7.1.

ARTICLE 7: HOLD HARMLESS

7.1 Notwithstanding anything herein to the contrary, VRSD shall indemnify, defend, and hold DISTRICT free and harmless from any fines levied by the RWQCB and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of DISTRICT and damage to or destruction of property including, but not limited to, property of DISTRICT; provided said fines, claims, demands, liability or loss arise out of the performance by VRSD of the services required hereunder and are caused by a negligent act or failure to act of VRSD.

7.2 Notwithstanding anything herein to the contrary, DISTRICT shall indemnify, defend, and hold VRSD free and harmless from any fines levied by the RWQCB and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of VRSD and damage to or destruction of property including, but not limited to, property of VRSD; provided said fines, claims, demands, liability or loss are caused by a negligent act or failure to act of DISTRICT. In this regard, DISTRICT acknowledges the provisions of Article 1.4 and agrees to indemnify, defend and hold VRSD harmless from fines, claims, demands, liability or loss arising from DISTRICT's failure to take action, or make budgetary provision, for the replacement of existing equipment, structures or facilities, or the acquisition of new equipment, structures or facilities.

ARTICLE 8: 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 hereto.

ARTICLE 9: ASSIGNMENT

Neither party shall assign nor transfer its interest in this Agreement without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

ARTICLE 10: ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ARTICLE 11: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this contract 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 12: NOTICES

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

To DISTRICT:

OJAI VALLEY SANITARY DISTRICT
1072 Tico Road
Ojai, CA 93023

To VRSD:

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

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

ARTICLE 14: NO WAIVER

No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive VRSD 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 15: CALIFORNIA LAW

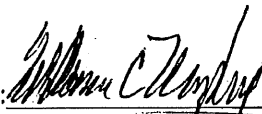
This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that venue for any litigation arising from this agreement shall be County of Ventura Superior Court.

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

VENTURA REGIONAL SANITATION
DISTRICT

By: 
JOEL PRICE, Chairman
Board of Directors

OJAI VALLEY SANITARY DISTRICT

By: 
WILLIAM C. MURPHY, Chairman
Board of Directors

ATTEST:

By: 
JOSIE GUZMAN, OMC, Clerk of the Board

ATTEST:

By: 
WILLIAM D. O'BRIEN, Secretary
Board of Directors

Exhibit "A" Scope of Services

The parties agree that on the date first referenced above, DISTRICT has retained VRSD to provide services as specified and budgeted under the provisions of Article 4. Those services shall include:

Source Control

- a. Inspections, permitting, monitoring, and enforcement for approximately 110 businesses identified as potentially high risk priority discharges.
- b. Program training for DISTRICT personnel, at the discretion of DISTRICT.

Manhole Restoration

- a. Surface preparation, cleanup, mortar and epoxy application, and all other work associated with Manhole Restoration activities within the collection system of the DISTRICT.
- b. Supervision and Inspection of coatings application activities.
- c. Assistance in prioritizing and scheduling work as requested by DISTRICT.

Protective Coatings

- a. Surface preparation, cleanup, application and all work associated with protective coatings at the Oxidation Ditch aerators and mixers, grit classifier, and grit pumps and piping. Other equipment preparation and painting will be completed as directed by OVSD staff if budget allows.
- b. Supervision and Inspection of coatings application activities.
- c. Assistance in prioritizing and scheduling work as requested by DISTRICT.
- d. Consultation to help DISTRICT make informed decisions on coatings selections.

Other

- a. VRSD shall perform other services requested in writing by the DISTRICT provided that such services are reasonably related to the services that VRSD provides and that additional funds are authorized by the DISTRICT.

Exhibit "B"

VENTURA REGIONAL SANITATION DISTRICT
HOURLY RATES

JULY 1, 2014 THROUGH JUNE 30, 2015

<u>CENTRAL ADMINISTRATION</u>				
Div.	Pos.	Title	Hourly	OT
CA	103	Management Analyst	\$91	n/a
CA	105	Management Specialist	\$69	n/a
CA	107	Human Resource Analyst	\$84	n/a
CA	208	Executive Assistant	\$73	n/a
CA	209	Office Assistant	\$52	\$77
CA	501	General Manager	\$177	n/a
CA	502	Director of Finance & Administration	\$145	n/a
CA	601	Fiscal Assistant	\$63	\$94
CA	603	Accounting Supervisor	\$78	n/a
<u>OPERATIONS</u>				
Div.	Pos.	Title	Hourly	OT
WWW	105	Management Specialist	\$69	\$104
WWW	209	Office Assistant	\$52	\$77
WWW	316	Construction Specialist	\$91	\$136
WWW	450	Environmental Resource Analyst	\$106	\$159
WWW	720	W/WW Supervisor	\$109	\$164
WWW	723	W/WW Operations & Maintenance Superintendent	\$123	\$185
WWW	901	Instrumentation Technician	\$108	\$162
WWW	904	W/WW Mechanic	\$98	\$147
WWW	905	W/WW Treatment Operator I	\$98	\$147
WWW	906	W/WW Treatment Operator II	\$98	\$147
WWW	913	W/WW Treatment Operator IV	\$98	\$147
WWW	911	Electrical/Mechanical Worker	\$98	\$147
WWW	908	W/WW Worker	\$74	\$111
SW	314	Engineering Technician	\$101	\$152
SW	717	Solid Waste Technical Operations Supervisor	\$109	\$164
SW	818	Senior Solid Waste Worker	\$98	\$147
SW	821	Solid Waste Worker	\$74	\$111

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services 15%

EXHIBIT "C"

VENTURA REGIONAL SANITATION DISTRICT
 W&WW ISF Equipment and Charges - FY 2015

EQUIPMENT LIST:	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$100.00		
Airless Sprayer Epic 660E				\$35.00		
Bailers & Disposable supplies (filters)		\$15.00				
Chlorine Residuals, Field Tests		\$4.00				
Coatings & Linings - Hand Tools				\$20.00		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$50.00		
Compressor, Air				\$100.00		
Computer, Laptop				\$50.00		
Confined Space Tripod/Harness System w/air blower				\$50.00		
Consumables				\$3.00		
Debris Catcher				\$25.00		
Digital Manometer		\$1.00				
Epoxy Injection Machine				\$310.00		
Fleet Vehicle Use (mileage)	\$1.00					
Fuel Filtering System				\$55.00		
Gas Analyzer (GEM)						\$227.50
Gas Scope (meter)		\$20.00				
Generator - 2kw				\$25.00		
Generator - 5kw				\$25.00		
Generator - 70kw				\$100.00		
Grunfos Control Box		\$15.00				
Laptop computer				\$50.00		
Laser Alignment Equipment				\$75.00		
Load Bank				\$45.00		
Locator (or metal detector)				\$25.00		
Manhole Rehab Equipment = \$65/vertical foot		\$65/vft				
Metal Detector (Locator)				\$25.00		
Meter - Electrical Conductivity		\$5.00				
Meter - QED Flow Cell Meter		\$20.00				
Mule (ATV)						\$280.00
Oil System				\$40.00		
Peristolic Pump		\$20.00				
pH, Field Tests		\$5.00				
Polymixer						\$130.00
Portable Hydrorodder				\$375.00		
Portable Welder				\$20.00		
Pressure Washer			\$5.00	\$40.00		
Pressure Washer - High Pressure/Hot Water				\$55.00		
Pulse Air System				\$55.00		
Pump - 3" Pump				\$40.00		
Pump - 4" Godwin				\$100.00	\$560.00	\$2,250.00
Pump - 4" Trailer-Mounted Pump				\$60.00	\$336.00	\$1,350.00
Pump - Dewatering Pump (Potable)				\$50.00	\$150.00	\$400.00
Pump - Diaphragm Pump				\$100.00	\$560.00	\$2,250.00
Pump - King Pump				\$100.00	\$560.00	\$2,250.00
Pump - Trash Pump, 6"				\$100.00	\$560.00	\$2,250.00
Pumper Trailer				\$50.00		
Root Saw or Chain Scraper				\$25.00		
Sampler - Automatic (ISCO)		\$30.00				
Sandblaster				\$45.00		
Spec. Small Tools & Equip (incl. Gas Tech, Fluke meter, etc)				\$30.00		

OVSD Contract No. 2014-11

VRSD Contract No. 14-017

Page 10

Sprayer, Airless and Manhole				\$100.00		
Sprayer, Extreme Airless				\$250.00		
Test Bench, Water (Ford)						\$250.00
Vactor with Chase Truck (for traffic control)			\$75.00	\$550.00		
Vactor without Chase Truck			\$62.00	\$500.00		
Vacuum Truck				\$300.00		
Vehicle - MULE (all terrain vehicle)						\$280.00
Vehicle - Standby Truck w/crane, pump, & tank		\$25.00				
Vehicle or Forklift				\$25.00		
Video Inspection Vehicle (TV Van)				\$300.00		
Water line depth sounder		\$2.00				
Water Trailer (250 Tank)				\$60.00		
Well Control Box (pump controller-QED)		\$10.00				

Equipment may be subject to fuel surcharges.

(This page intentionally left blank)