

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 17-002

2017 FEB 15 AM 10:05
RECEIVED
AGREEMENT FOR
LIFT STATION OPERATIONS
BETWEEN
VENTURA REGIONAL
SANITATION DISTRICT
CABRILLO ECONOMIC DEVELOPMENT CORPORATION
AND
VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 2nd day of March, 2017, by and between CABRILLO ECONOMIC DEVELOPMENT CORPORATION ("OWNER"), and the VENTURA REGIONAL SANITATION DISTRICT a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("VRSD"). Together, OWNER and VRSD shall be referred to herein as Parties.

RECITALS

- A. OWNER has a sewage lift station as a part of its Villa Victoria Apartments building, referred to herein as "LIFT STATION" and located at 3730 Gum Tree Street in Oxnard, CA; and
- B. OWNER desires to enter into an agreement with VRSD for operation and maintenance of OWNER's LIFT STATION as requested by OWNER (collectively "SERVICES"); and
- C. VRSD has the authority, pursuant to Health & Safety Code Section 4700 et. seq. and Public Contract Code §20782, and the capability to provide the requested SERVICES relative to OWNER and is willing to perform such SERVICES for OWNER.

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 OWNER on the conditions hereinafter set forth. OWNER's Director of Construction and Maintenance shall administer this Agreement for OWNER. It is expressly understood that the relationship between OWNER and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of OWNER.

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

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

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

ARTICLE 2: SCOPE OF SERVICES

See Scope of Services, which is attached as Exhibit A and incorporated herein by this reference.

ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION

3.1 Effective Date

This Agreement shall commence on March 2, 2017, and shall expire on June 30, 2020, unless extended by mutual agreement of the parties or terminated as hereinafter provided.

3.2 Termination by OWNER

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

OWNER 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 OWNER shall be effective only if the default remains uncured upon the expiration of sixty (60) days after VRSD's receipt of written notice from OWNER 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 OWNER for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default. OWNER may also terminate this Agreement if OWNER 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 OWNER in any of OWNER's obligations hereunder. For purposes of this Agreement, a material default shall be defined as OWNER'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 OWNER's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of OWNER shall not relieve OWNER from liability for such default.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

OWNER 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. OWNER shall be billed only for costs incurred. OWNER 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 OWNER'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 OWNER shall include:

a. For personnel services, the VRSD hourly billing rate associated with the classification of each individual performing services, as shown in the jointly adopted budget and associated billing rate schedule (attached hereto as Exhibit B and incorporated herein by this reference).

b. 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 (July 1 - June 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.

c. 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 (attached hereto as Exhibit C and incorporated herein by this reference).

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 OWNER 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; OWNER shall present payment to VRSD for full amount of such fees.

b. If OWNER disputes any amount billed by VRSD in any Billing Statement, OWNER 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 OWNER for its objection to or disagreement with such amount. If OWNER and VRSD are not able to resolve such dispute within twenty (20) working days after OWNER'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. OWNER 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 OWNER fixed assets, rolling stock, inventory and supplies of and accessory to the LIFT STATION are and will remain the property of OWNER. VRSD is acting solely as an agent on behalf of OWNER in its acquisition, use, and disposition of such items. VRSD shall not enter into contracts for acquisition or disposal of OWNER fixed assets without prior approval of OWNER.

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 OWNER 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: OWNER'S RESPONSIBILITY

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

6.3 VRSD shall not be responsible for damage or loss by any peril to facilities and equipment owned by OWNER 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 OWNER free and harmless from any fines levied by the Regional Water Quality Control Board (RWQCB) and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of OWNER and damage to or destruction of property including, but not limited to, property of OWNER; 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, OWNER 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 OWNER. In this regard, OWNER 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 OWNER'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 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 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 OWNER: John Matthews, Director of Construction and Maintenance
 Cabrillo Economic Development Corporation
 702 County Square Drive
 Ventura, CA 93003

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.

ARTICLE 16: FORCE MAJUERE

Neither OWNER nor VRSD shall be liable or deemed to be in default for any delay or failure in performance under this Agreement for interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of OWNER or VRSD.

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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
WILLIAM WEIRICK, Chairman
Board of Directors

CABRILLO ECONOMIC
DEVELOPMENT CORPORATION

By  _____
JOHN MATTHEWS
Director of Construction and Maintenance

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for DISTRICT

ATTEST:

By _____
LISA MCKINLEY, Acting Clerk of the Board

EXHIBIT A

Scope of Services

1. Cabrillo Lift Station

(a) VRSD shall provide service personnel to operate and maintain the LIFT STATION. VRSD shall also designate personnel as "standby" to respond to after-hours emergency calls. Emergency after-hour response is paid at time and a half, with a three-hour minimum in accordance with the Memorandum of Understanding (MOU) with the associated labor union. OWNER shall provide a dedicated telephone line for alarm telemetry. OWNER shall maintain a "spare" pump of the same kind used in the wet well on site for pump failure replacement.

(b) VRSD shall maintain all mechanical equipment, electrical equipment, control systems, grounds and structures in good working order. VRSD shall maintain maintenance records on all major equipment. VRSD shall furnish a monthly report to OWNER reflecting the activities of VRSD under this Agreement for the preceding month.

(c) VRSD shall perform housekeeping in such a manner to maintain the structures and premises in a clean and sanitary condition.

(d) VRSD shall operate and maintain OWNER's LIFT STATION in conformance with all operational requirements of the appropriate regulatory agencies, so far as is physically possible and practical within the technical and economic limitations of the facility.

2. Other Services

VRSD shall perform other services requested in writing by OWNER, provided the services are reasonably related to the purpose of this Agreement. If there are not adequate funds to pay for the work within limitations of the annual budget total previously approved by the parties, said written request shall include a corresponding budget adjustment.

EXHIBIT B
VENTURA REGIONAL SANITATION DISTRICT
HOURLY RATES
JULY 1, 2016 THROUGH JUNE 30, 2017

		FY 2016		FY 2017	
CENTRAL ADMINISTRATION					
Div.	Title	Hourly	OT	Hourly	OT
CA	Office Assistant	\$53	\$80	\$56	\$84
CA	Administrative Assistant	\$53	\$80	\$56	\$84
CA	Human Resources Technician	n/a	n/a	\$56	\$84
CA	Fiscal Assistant	\$64	\$96	\$67	\$101
CA	Executive Assistant	\$74	n/a	\$78	\$117
CA	Human Resources Analyst	\$85	n/a	\$89	\$134
CA	Human Resources Administrator	n/a	n/a	\$89	\$134
CA	Management Analyst	\$92	n/a	\$97	\$146
CA	Accountant	n/a	n/a	\$97	\$146
CA	Senior Accountant	n/a	n/a	\$97	\$146
CA	Senior Management Analyst	n/a	n/a	\$97	\$146
CA	Director of Finance	n/a	n/a	\$154	\$231
CA	General Manager	\$179	n/a	\$188	\$282
CA	Management Specialist	\$70	n/a	n/a	n/a
CA	Director of Finance & Administration	\$147	n/a	n/a	n/a
OPERATIONS					
Div.	Title	Hourly	OT	Hourly	OT
WWW	Office Assistant	\$53	\$80	\$56	\$84
WWW	Administrative Assistant	\$53	\$80	\$56	\$84
WWW	W/WW Helper	\$51	\$77	\$55	\$83
WWW	W/WW Worker	\$75	\$113	\$81	\$122
WWW	Construction Specialist	\$92	\$138	\$97	\$146
WWW	Electrical/Mechanical Worker	\$99	\$149	\$104	\$156
WWW	WWW Operator in Training	n/a	n/a	\$104	\$156
WWW	W/WW Treatment Operator I	\$99	\$149	\$104	\$156
WWW	W/WW Treatment Operator II	\$99	\$149	\$104	\$156
WWW	W/WW Treatment Operator III	\$99	\$149	\$104	\$156
WWW	W/WW Treatment Operator IV	\$99	\$149	\$104	\$156
WWW	W/WW Treatment Operator V	\$99	\$149	\$104	\$156
WWW	W/WW Treatment Plant Operator	\$110	\$165	\$104	\$156
WWW	Environmental Resource Analyst	\$107	\$161	\$112	\$168
WWW	Instrumentation Technician	\$109	\$164	\$114	\$171
WWW	WWW Operations Supervisor	n/a	n/a	\$116	\$174
WWW	WWW Operations Superintendent	n/a	n/a	\$131	\$197
WWW	Management Specialist	\$70	\$105	n/a	n/a
WWW	W/WW Supervisor	\$110	\$165	n/a	n/a
WWW	W/WW Operations & Maintenance Superintendent	\$125	\$188	n/a	n/a
SW	Solid Waste Worker	\$75	\$113	\$79	\$119
SW	Solid Waste Equipment Operator	\$99	\$149	\$104	\$156
SW	Senior Solid Waste Equipment Operator	\$99	\$149	\$104	\$156
SW	Engineering Technician	\$102	\$153	\$107	\$161
SW	Solid Waste Supervisor	\$108	\$162	\$113	\$170
SW	Senior Engineering Technician	n/a	n/a	\$116	\$174
SW	Director of Operations	n/a	n/a	\$154	\$231
SW	Senior Solid Waste Worker	\$99	\$149	n/a	n/a
SW	Solid Waste Technical Operations Supervisor	\$110	\$165	n/a	n/a

- 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
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		

EXHIBIT C
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				