

September 7, 2017

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE VRSD CONTRACT 17-029, AMENDMENT NO. 1 WITH RINCON CONSULTANTS, INC., FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND ENVIRONMENTAL REGULATORY CONSULTING SERVICES; AND APPROVE AN INCREASE IN APPROPRIATION TO THE FY 2017-2018 SOLID WASTE CAPITAL BUDGET

RECOMMENDATION

- A. Approve, and authorize the Board Chair to sign, Contract 17-029, Amendment No. 1 with Rincon Consultants, Inc. to increase the total compensation by \$85,272 and extend the term through September 30, 2018.
- B. Approve an appropriation increase of \$75,000 to the FY2018 Solid Waste Capital Budget for Professional Services related to the Toland Road Landfill modification of its Conditional Use Permit (CUP).

FISCAL IMPACT

This proposed expenditure is partially covered in the adopted FY2018 District budget under account 90-490-499914-52080. An appropriation increase of an additional \$75,000 to this account is required to fund all professional service contracts related to CUP modification efforts. A placeholder amount of \$125,000 was originally placed in the FY2018 capital budget for these specific professional services. This additional appropriation of \$75,000 is expected to cover this contract, as well as the contract services of two other related consultants.

BACKGROUND/ANALYSIS

The purpose of this letter is to explain the expedited action to bring Rincon on board to assist staff and present their current proposal to support the District throughout the remainder of the CUP modification effort.

In an effort to prepare a timely and thorough application to modify the existing Conditional Use Permit (CUP-3141, Mod #3) governing operations of the Toland Road Landfill, the District requested Statements of Qualifications from 15 local firms with expertise in CEQA and environmental regulatory consulting services in Ventura County.

An interview panel comprised of the General Manager, Director of Operations, Regulatory Compliance Officer, and VRSD General Counsel, met with 4 firms that were found to have relevant and recent CEQA consulting experience with major projects in Ventura County. From these interviews, two firms were selected and asked to team together on this project due to their strong, complementary skills.

Rincon Consultants, Inc. (Rincon), was selected to act as the lead consultant for the overall CUP modification/environmental impact review process for the District. Due to board meetings being blacked out during the month of August, a \$25,000 contract was awarded to them on July 31, 2017, so they could begin the critical task (Phase I) of guiding the District through the permit application process with the Ventura County Planning Department.

CURRENT PROPOSAL

During August 2017, Rincon also prepared a scope of services for Phase II of the professional services contract focusing on the following major tasks:

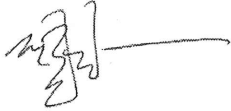
- (1) Entitlement processing assistance;
- (2) Technical report preparation;
- (3) CEQA Document preparation;

The critical aspect of Phase II is the tasks associated with CEQA Document preparation. According to CEQA, there are a variety of paths that the District may follow (IS/MND, Addendum, or Supplemental) with respect to amending our existing certified Final EIR from 1996 for this CUP modification project. Rincon has provided a scope of work and associated cost proposal that allows for flexibility depending on the CEQA route determined to be the most appropriate for this CUP Modification project.

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

(Signatures on the next page)

If you should have any questions or need additional information, please contact me at (805) 658-4679 or via email at MattBaumgardner@vrzd.com.



MATT BAUMGARDNER, INTERIM DIRECTOR OF OPERATIONS

APPROVED FOR FUNDS AVAILABLE:


Vickie Dragan, Director of Finance

APPROVED FOR SEPTEMBER 7, 2017 AGENDA:


Chris Theisen, General Manager

Attachments: Amendment No. 1 to VRSD Contract No. 17-029

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**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 17-029-1**

AMENDMENT NO. 1 TO CONTRACT NO. 17-029

**AGREEMENT FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT AND
ENVIRONMENTAL REGULATORY CONSULTING SERVICES**

BY AND BETWEEN

VENTURA REGIONAL SANITATION DISTRICT

AND

RINCON CONSULTANTS, INC.

THIS AMENDMENT is made and entered into this 7th day of September 2017, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and RINCON CONSULTANTS, INC., a California Corporation (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. On July 31, 2017, DISTRICT and CONSULTANT entered into VRSD Contract No. 17-029 (“Agreement”), wherein CONTRACTOR agreed to provide California Environmental Quality Act (“CEQA”) and environmental regulatory consulting services to DISTRICT.

B. DISTRICT and CONSULTANT acknowledge and agree that additional time and compensation are necessary to complete and continue the CEQA and environmental regulatory consulting services proposed under this Agreement.

C. DISTRICT and CONSULTANT further acknowledge and agree that this can be accomplished by amending Contract 17-029 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 15 of the Agreement governing terms of the Agreement, as follows:

1. The Parties acknowledge and agree that the following language shall replace all of the provisions of Article 2: Term of Contract in the Agreement:

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully and competently 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 Agreement shall automatically terminate on September 30, 2018.

2. The Parties acknowledge and agree that the following language shall replace the provisions of Article

5.B.: Payment to Consultant in the Agreement:

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT'S services described herein shall be increased by \$85,272 and shall not exceed \$110,272 without written amendment hereto. An updated Statement of Work and Rate Sheet, which replaces Exhibit A to the Agreement, is attached hereto as Exhibit A-1 and incorporated herein by reference.

3. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 17-029) 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

By _____
WILLIAM WEIRICK,
Chairman of the Board

RINCON CONSULTANTS, INC.

By _____
JASCH JANOWICZ
Principal

ATTEST

By _____
JULIET RODRIGUEZ
Clerk of the Board

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

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT A-1

STATEMENT OF WORK & RATE SHEET

The following summarizes and specifies the work statement/scope of work to be performed by CONSULTANT under the Agreement and the hourly rates to be charged in connection with CONSULTANT'S delivery of CEQA and environmental regulatory consulting services under this Agreement. CONSULTANT acknowledges and agrees that the DISTRICT will be the CEQA Lead Agency for this project and will work with the DISTRICT to accomplish that CEQA lead agency role. CONSULTANT may not proceed with any of the following specified work items or tasks without first requesting and obtaining the written approval for such work from the DISTRICT or designated DISTRICT staff.

SCOPE OF WORK

Summary

Task A: Entitlement Processing Assistance

1. Develop Final Project Description
2. Prepare and Complete County of Ventura Discretionary Permit Application Package
3. Manage and Coordinate Conditional Use Permit (CUP)/Solid Waste Facility Permit (SWFP) Modification Application Project
4. Coordinate Application Completeness Efforts
5. Review, Analyze and Comment on Draft County Staff Reports and Conditions of Approval
6. Coordinate Intergovernmental and Interdepartmental Communication and Reviews

Task B: Technical Report Preparation

1. Assist Environmental Compliance Solutions in Preparing and Completing Air Quality and Greenhouse Gas Impact Assessment
2. Coordinate and Manage Any Additional Technical Report

Task C: CEQA Document Preparation

1. Conduct Initial Study and Determine Appropriate CEQA Documentation
2. Draft Notice of Preparation
3. Review of 1996 Final EIR and Findings for the Toland Road Landfill
4. Administrative Draft CEQA DOCUMENT
5. Draft CEQA DOCUMENT
6. Final CEQA DOCUMENT
7. Draft and Finalize CEQA Findings
8. Prepare and Complete Mitigation Monitoring Program and Filing of Notice of Determination
9. Project Management

Detailed Scope of Work for Each Tasks A, B, and C.

Task A: Entitlement Processing Assistance

1. **Develop Final Project Description** – CONSULTANT, with Environmental Compliance Solutions, Inc. (ECS), will assist DISTRICT with the development of a final project narrative and description. This narrative will include the basic components of the project, a statement of project objectives and benefits, CEQA baseline findings, and supporting technical documentation.
2. **Prepare and Complete County of Ventura Discretionary Permit Application Package** – CONSULTANT, with ECS, will assist DISTRICT with the preparation of all required CUP Modification application forms and all SWFP application forms for submittal to the County of Ventura. CONSULTANT will attend one pre-application review meeting prior to submittal of the application materials. CONSULTANT will also attend one formal application submittal meeting with County Staff.
3. **Manage and Coordinate Conditional Use Permit (CUP)/Solid Waste Facility Permit (SWFP) Modification Application Project** – CONSULTANT will assist DISTRICT with the coordination of project review meetings with County of Ventura and DISTRICT staff. Subsequent to the submittal of the application materials, CONSULTANT and ECS will schedule regular project status meetings with DISTRICT and County of Ventura Staff (assumed to be bi-weekly) for the purposes of resolving outstanding issues. CONSULTANT will also set up a “Dropbox” or similar FTP folder to provide DISTRICT and County of Ventura Staff with continuous access to up-to-date application information and other technical studies.
4. **Coordinate Application Completeness Efforts** – CONSULTANT will assist DISTRICT by communicating directly with County of Ventura Departments and Divisions throughout the application completeness review process. This will involve regular phone and e-mail communication, and possibly meetings with the designated County planner, County department heads to achieve application completeness. Designated DISTRICT staff will be included on all correspondence and will be invited to attend all meetings with County staff. If necessary, CONSULTANT will also assist DISTRICT with the coordination of meetings with the County of Ventura Board of Supervisors.
5. **Review, Analyze and Comment on Draft County Staff Reports and Conditions of Approval** – CONSULTANT, with ECS, will review and comment on draft staff reports and conditions of approval prepared by County of Ventura Planning Department Staff, other County department, or County-wide special district such as the Ventura County Air Pollution Control District . CONSULTANT and its subconsultant will also assist DISTRICT with the negotiation of conditions of approval/mitigation measures.
6. **Coordinate Intergovernmental and Interdepartmental Communication and Reviews** – CONSULTANT and ECS will attend all meetings with public agency representatives and other interested parties as requested by DISTRICT. Although the precise number of meetings is unknown at this time, CONSULTANT anticipates meetings with the County of Ventura Planning Commission, the County of Ventura Board of Supervisors, the VRSD Board of

Directors, City of Santa Paula representatives, City of Fillmore Representatives, and one meeting with Ventura County Supervisor Kelly Long and her staff.

Task B: Technical Report Preparation

1. **Air Quality and Greenhouse Gas Impact Assessment** – CONSULTANT's subconsultant (Environmental Compliance Solutions) will prepare a technical report analyzing project's air quality and greenhouse gas impacts. This technical report will require the completion of the following tasks: (1) Data gathering; (2) Completion of Air Quality Analysis; (3) Preparation of Draft Report; (4) Preparation of Final Report; and (5) weekly status meeting attendance.
2. **Additional Technical Report Coordination and Management** – If necessary as part of the CUP Modification request, CONSULTANT will assist DISTRICT with the hiring of any subconsultants to prepare technical reports addressing specific issues identified by the County of Ventura (e.g., traffic, noise, hydrology, etc.).

Task C: CEQA Document Preparation

1. **Conduct Initial Study and Determine Appropriate CEQA Documentation** – CONSULTANT will prepare an Initial Study in keeping with County Initial Study Assessment Guidelines and CEQA Guidelines Appendix G to identify the potentially significant environmental issues that need to be analyzed within the appropriate CEQA Document. Less than significant impacts will also be identified and those issue areas will not be analyzed in the appropriate CEQA DOCUMENT. CONSULTANT will submit a draft version for DISTRICT review and a final version will be circulated for public review for a period of 30 days.
2. **Draft Notice of Preparation** – CONSULTANT will prepare a Notice of Preparation (NOP) for the CEQA DOCUMENT. The NOP will include a brief overview of the project, the purpose of the CEQA DOCUMENT, and the issues to be analyzed. CEQA DOCUMENT. CONSULTANT staff will circulate the NOP on behalf of DISTRICT, but DISTRICT staff will be available to assist with and advise on circulation.
3. **Review of 1996 Final EIR and Findings for the Toland Road Landfill** – CONSULTANT will review the DISTRICT's Toland Road Landfill Project 1996 Final EIR and the 2005 IS-MND for the bio-solids facility to ensure a thorough understanding of the project background. As appropriate, the project history will be summarized in the CEQA DOCUMENT for this project.
4. **Administrative Draft CEQA Document** – CONSULTANT will prepare an Administrative Draft CEQA DOCUMENT in accordance with CEQA and the CEQA Guidelines that includes, but is not limited to, the following:
 - Executive Summary;
 - Introduction describing the project background and CEQA process and requirements;
 - Project Description detailing the proposed CUP and Solid Waste Facility Permit Modification, including the proposed increased from 1,500 tons per day to 1,800 tons per day and the associated 15 additional heavy vehicle transfer truck trips per day, elimination of the 2027 CUP expiration date, elimination of the 15-million ton landfill cap, reliance on contour elevations to determine the closure timeframe, and decommissioning of the bio-solids treatment facility;

- Environmental Impact Analysis that documents the Greenhouse Gas, Air Quality, Noise, Traffic, and any other potentially significant (or beneficial) environmental impacts associated with the proposed CUP Modification request. ECS will be responsible for preparing the Air Quality and Greenhouse Gas impact analysis;
- Cumulative Impact Analysis that analyzes the effects of the proposed project in light of other planned and pending development in the area; and
- Mitigation measures (if necessary) aimed at reducing or maintaining or reducing air quality/greenhouse gas emissions, reducing noise impacts, and reducing traffic and any other environmental impacts; CONSULTANT will also complete as an assessment of applicable mitigation measures from the 1996 Final EIR as necessary.

CONSULTANT assumes that analysis of project alternatives (other than the no project alternative) is not necessary as there are no other feasible alternatives to achieve the project objectives. But CONSULTANT will provide a list of alternatives that were considered in 1996 but rejected due to their inability to achieve the project objectives (e.g. raising of landfill tip fees, downsizing of DISTRICT staff, increasing the size of transfer trucks, etc.). CONSULTANT will publish up to 10 copies of the Administrative Draft CEQA DOCUMENT CEQA Document for DISTRICT review.

5. **Draft CEQA DOCUMENT** – CONSULTANT will respond to DISTRICT comments on the Administrative Draft CEQA DOCUMENT and prepare the Draft CEQA DOCUMENT for public circulation. Following DISTRICT acceptance, CONSULTANT would publish up to 31 copies of the Draft EIR (one reproducible hard copy, 10 bound hard copies and 20 PDF copies on CD) for distribution to the public and the State Clearinghouse.

CONSULTANT understands that DISTRICT intends to employ a collaborative review process that includes review of the Administrative Draft CEQA DOCUMENT by both internal staff and outside legal counsel. CONSULTANT will include submittal of a Screencheck Draft CEQA DOCUMENT (following the Administrative Draft CEQA DOCUMENT) prior to publication.

A Notice of Completion (NOC) form will accompany the Draft CEQA DOCUMENT transmitted to the State Clearinghouse. CONSULTANT will prepare draft copies of all notices and will coordinate publication of all newspaper and other noticing required throughout the CEQA process.

CEQA encourages engagement of the public in the CEQA Document review process. Therefore, CONSULTANT will attend public meetings where the DISTRICT team would present the project to the local community and solicit input into the CEQA process. The CONSULTANT representative will outline the CEQA process, review key issues identified for assessment in the EIR, provide an overview of the EIR schedule and invite comments on the scope of the document. CONSULTANT will work with DISTRICT's public relations consultant to schedule these meetings and that they would be timed to occur during the 30 day NOP review period.

6. **Final CEQA DOCUMENT** – CONSULTANT will prepare written responses to all written comments received on the Draft CEQA DOCUMENT. Responses will include reasoned analysis as required by CEQA. After receiving all comments on the Draft CEQA DOCUMENT, CONSULTANT will submit five digital copies of the Screencheck Final CEQA DOCUMENT to DISTRICT for internal review, including responses to comments on the Draft CEQA

DOCUMENT. Upon DISTRICT approval, CONSULTANT will publish 31 copies (one reproducible hard copy, 10 bound hard copies, and 20 CDs) of the Final CEQA document. The Final CEQA DOCUMENT will include added or substantially revised sections of the Draft CEQA DOCUMENT that may be necessary.

7. **Draft and Finalize CEQA Findings** - CONSULTANT will assist DISTRICT with the preparation of CEQA Findings and, if necessary, a Statement of Overriding Considerations for the proposed project using DISTRICT's preferred format.
8. **Prepare and Complete Mitigation Monitoring Program and Filing of Notice of Determination** - At the conclusion of the Final CEQA DOCUMENT process and prior to project approval, CONSULTANT will prepare a Mitigation Monitoring Program in accordance with CEQA, CEQA Guidelines and applicable CEQA case law. Upon CEQA DOCUMENT certification and approval of the project CONSULTANT will prepare a Notice of Determination for filing with the State Clearinghouse and Ventura County Clerk.
9. **Project Management** - This task includes both internal and external time required to manage the completion of the work program outlined above. It includes project task scheduling, quality assurance, client communications and progress reporting, and administrative management. Informal meetings with DISTRICT are assumed to be part of the basic environmental impact research and analysis budget and are not charged separately. In addition, the project kickoff, project scoping and coordination meetings associated with the Administrative Draft and Final CEQA DOCUMENTs and attendance at three public hearings have been incorporated into our work program.

Costs

CONSULTANT shall perform the above tasks for a not-to-exceed cost of \$85,272 broken down as follows:

Task	Scope of Work	Costs
A.1	Develop Final Project Description	\$3,313
A.2	Prepare and Complete County of Ventura Discretionary Permit Application Package	\$6,187
A.3	Manage and Coordinate Conditional Use Permit (CUP)/Solid Waste Facility Permit (SWFP) Modification and Application Project	\$6,392
A.4	Coordinate Application Completeness Efforts	\$4,852
A.5	Review, Analyze and Comment on Draft County Staff Reports and Conditions of Approval	\$5,132
A.6	Coordinate Intergovernmental and Interdepartmental Communication and Review	\$6,192
B.1	Assist Environmental Compliance Solutions in Preparing and Completing Air Quality and Greenhouse Gas Impact Assessment	ECS
B.2	Coordinate and Manage Any Additional Technical Report	\$1,060
C.1	Conduct Initial Study and Determine Appropriate CEQA Documentation	\$3,267
C.2	Draft Notice of Preparation	\$600
C.3	Review of 1996 Final EIR and Findings for the Toland Road Landfill	\$1769

C.4	Administrative Draft CEQA DOCUMENT	
	Executive Summary	\$630
	Introduction and Environmental Setting	\$1080
	Environmental Impact Analysis	
	Air Quality	\$2,964
	Biological Resources	\$2,445
	Cultural Resources AB 52 Consultation	\$1,310
	Geotechnical	\$1,440
	Greenhouse Gas	\$2,659
	Hydrology and Water Quality	\$2,010
	Noise	\$2,010
	Traffic and Circulation	\$1,425
	Alternatives	\$1,120
	Other CEQA Sections	\$1,390
C.5	Draft CEQA DOCUMENT	\$4,944
C.6	Final CEQA DOCUMENT	\$3,574
C.7	Draft and Finalize CEQA Findings	\$1,204
C.8	Prepare and Complete Mitigation Monitoring Program and Filing of Notice of Determination	\$1,205
C.9	Project Management/Coordination	\$7,206
	Additional costs:	
	Printing (22 @ \$90/copy)	\$1,980
	40 CDs @ \$15/copy	\$600
	Supplies and Miscellaneous Expenses	\$2,514
	Administration – including 15% mark-up on subconsultant costs	\$2,798
	Total	\$85,272

CONSULTANT shall perform the project tasks on a cost-reimbursable basis at CONSULTANT's standard hourly fee schedule as shown below:

<u>Position*</u>	<u>Hourly Rate</u>
Principal I	\$215.00
Subconsultant (ECS)	\$177.00
Sr. Professional II	\$165.00
Professional III	\$120.00
Technical Editor	\$105.00
GIS CAD Specialist I	\$100.00
Admin. Assistant I	\$75.00

EXHIBIT 1

VENTURA REGIONAL SANITATION DISTRICT

CONTRACT NO. 17-029

AGREEMENT FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT AND
ENVIRONMENTAL REGULATORY CONSULTING SERVICES

BY AND BETWEEN

VENTURA REGIONAL SANITATION DISTRICT

AND

RINCON CONSULTANTS, INC.

THIS AGREEMENT is made and entered into this 31st day of July 2017 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and RINCON CONSULTANTS, INC., an independent contractor, hereinafter "CONSULTANT." Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT is considering, among other things, an increase in the daily tonnage limit and additional time to the term of its existing County of Ventura-issued conditional use permit ("CUP") for its Toland Road Landfill, a municipal solid waste disposal facility. The proposed change to its CUP is intended to continue the provision of cost-effective, environmentally-sensitive, in-county municipal solid waste disposal capacity for the Western and Central Wastesheds of the County of Ventura.

B. DISTRICT has the need to engage the specialized services of a consultant regarding the application of and compliance with the California Environmental Quality Act ("CEQA") (Public Resources Code §21000, et seq.), title 14, California Code of Regulations, §15000, et seq. ("CEQA Guidelines"), federal, state and local environmental, land use and natural resource laws and regulations, and associated environmental assessments related to its Toland Road Landfill operations as further set forth in Exhibit "A" Statement of Work, which is attached and incorporated herein by reference.

C. CONSULTANT has demonstrated, through prior experience working with various public agencies, private entities and similar project proponents, CEQA lead agencies, city and county land use planning departments, that CONSULTANT possesses the necessary knowledge, discernment, skills and experience to perform the specialized CEQA and associated environmental assessments services needed by the DISTRICT.

D. Based upon CONSULTANT's representations and demonstrated ability and experience regarding the scope of this AGREEMENT and their willingness to contract with the DISTRICT to provide those services, the DISTRICT desires to enter into this AGREEMENT with CONSULTANT.

E. This AGREEMENT is consistent with the applicable terms and conditions of the DISTRICT's Purchasing Resolution No. 89-13, adopted November 9, 1989.

F. The Parties desire to enter into this AGREEMENT based upon the valuable consideration, and respective rights and obligations, set forth below.

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VENTURA REGIONAL
SANITATION DISTRICT

AGREEMENT

ARTICLE 1: WORK STATEMENT & DUTIES

A. CONSULTANT agrees to provide CEQA, land use permitting assistance, and related environmental assessment consulting services to the DISTRICT for its active and closed landfill projects as further described in Exhibit "A" Statement of Work, which is attached and incorporated herein by reference.

B. CONSULTANT agrees to devote its full and best professional time, attention, and efforts in providing services to DISTRICT in a timely, complete and responsive manner and shall cooperate fully with the DISTRICT and DISTRICT management personnel which shall include but not be limited to the General Manager, Operations Director, and Regulatory Compliance Officer and provide the DISTRICT and DISTRICT management personnel with all available information and assistance in relation to assigned project(s). This means that CONSULTANT will at all times faithfully, industriously and to the best of CONSULTANT's ability, experience, and talent, perform all CONSULTANT's obligations as set forth in Exhibit A.

C. The PARTIES acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT's ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this AGREEMENT, directly or indirectly, act as a partner, officer, director, or employee, or provide financial software, accounting and related administrative work in any other capacity to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT also agrees to work cooperatively, collaboratively, professionally and completely with any and all other consultants that DISTRICT, in its sole discretion, decides to use for any one of its active or closed landfill projects.

F. CONSULTANT agrees to use the following named personnel, with corresponding duties or work title, to the DISTRICT project: (1) Jasch Janowicz, Principal-in-Charge and main point of contractual contact for this Agreement; (2) Holly Harris, Biologist, permit acquisition and biological resources; (3) Christopher Hansen, PE, Regional Manager, Landfill Site Assessment, Operation and Management; (4) Gib Fates, PG, Principal, Landfill Site Assessment Operation, Operation and Management; (5) Colby J. Boggs, MS, Principal/Senior Ecologist, Environmental Planning, Compliance and Open Space Planning; and (6) Richard Daulton, MURP, Principal, Quality Assessment and Quality Control. CONSULTANT further agrees that if there is any change to the above personnel assigned or dedicated to the DISTRICT Project, CONSULTANT shall first notify the DISTRICT and obtain the DISTRICT's prior written approval of such change before the personnel change is implemented.

ARTICLE 2: TERM OF CONTRACT

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, in accordance with the project schedule set forth in Exhibit "B" attached and incorporated herein by reference. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on January 30, 2018.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended or

created by this Agreement and the relationship of CONSULTANT to DISTRICT is that of an independent contractor. DISTRICT is not expected nor required to make any payroll deductions, provide Workers' Compensation Insurance coverage, provide health benefits, or make any other employee-related deductions or contributions to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods, and procedures for performing the services set forth in this Agreement and as assigned by DISTRICT or DISTRICT management personnel and for coordinating all portions of the work so the results will be satisfactory to DISTRICT and DISTRICT management personnel, but shall not be responsible for the means, methods, and procedures of other consultants, if any.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only, and any payments made to CONSULTANT are compensation solely for such services as CONSULTANT may render and recommendations CONSULTANT may make in the performance of services.

D. As an independent contractor to the DISTRICT, CONSULTANT does not, and shall not, have any line authority, expressly or indirectly, over any DISTRICT employee. Instead, CONSULTANT will work as independently as possible and shall work with the Operations Director or other DISTRICT management personnel to assign or request that certain work be done by DISTRICT employees.

ARTICLE 4: COMPLIANCE WITH LAWS

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

ARTICLE 5: 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 without the prior written consent of DISTRICT. All data, calculations, drawings, and other documents developed, prepared, completed, or acquired by CONSULTANT during the performance of her services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

ARTICLE 6: PAYMENT TO CONSULTANT

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for services according to the schedule of rates set forth in Exhibit "B" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. Each invoice shall include the name and title of each person performing work, date, and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and work with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all satisfactorily-completed, 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. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$25,000 without written amendment in accordance with Article 7 below. DISTRICT shall withhold five percent (5%) of the total compensation for this AGREEMENT (i.e., \$1,250) until such time as all of the work/tasks on the attached WORK STATEMENT is completed by CONSULTANT as determined solely by the DISTRICT.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part; and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

D. CONSULTANT agrees that any compensation provided by DISTRICT under this AGREEMENT will be subject to recoupment or clawback by the DISTRICT under any applicable clawback or recoupment policy of the DISTRICT as may be in effect from time-to-time or as required by applicable federal or state law or regulation.

ARTICLE 7: MODIFICATION

No change to this Agreement may be made except by a written amendment mutually agreed to and signed by CONSULTANT and DISTRICT.

ARTICLE 8: SUSPENSION OR 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 suspend or terminate CONSULTANT's services at any time, with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing of the job. Such additional time shall not exceed ten percent (10%) of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications, and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

ARTICLE 9: 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 negligent 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), regardless of the active or passive negligence of DISTRICT, except where such liability, damages, costs, losses, claims, or expenses are caused solely by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

DISTRICT shall defend, protect, indemnify, and hold harmless CONSULTANT, her officers, agents, and employees, from and against any and all claims and demands, loss of liability of any kind or nature which CONSULTANT, her officers, agents, or employees, may sustain or incur or which may be imposed on her or any of them for injury to or death of persons or damage to property, as a result of or arising out of any claims related to DISTRICT's obligations under this contract, but only to the extent and to the full extent of DISTRICT's insurance coverage under its comprehensive liability policy.

ARTICLE 10: INSURANCE

A. CONSULTANT shall provide and keep in effect, during the term of this Agreement, Comprehensive Automobile Liability insurance policies with combined single limit coverage of \$1,000,000 for personal injury, death, or property damage.

B. CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

ARTICLE 11: SUBCONTRACTORS

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 prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 12: 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: Jasoh Janowicz, Principal
Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003

To DISTRICT: VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003
Attention: Matthew Baumgardner

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 13: 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 14: 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 15: 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.

ARTICLE 16: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

ARTICLE 17: 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.

ARTICLE 18: ADDITIONAL PROVISIONS


CONSULTANT agrees that no regular employee of DISTRICT shall be employed by their firm during the period that this Agreement is in effect.

ARTICLE 19: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts which, taken together, shall be deemed one and the same document. The Parties' signatures to this Agreement transmitted by facsimile or electronic mail transmission shall be deemed binding.

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

VENTURA REGIONAL SANITATION DISTRICT

By 
CHRIS THEISEN

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

By 
ROBERT N. KWONG
Legal Counsel for District

RINCON CONSULTANTS, INC.

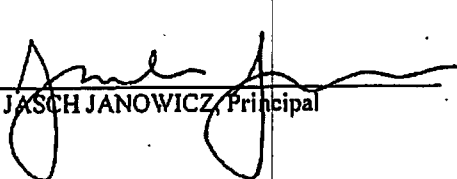
By 
JASCH JANOWICZ, Principal

EXHIBIT A

STATEMENT OF WORK

CONSULTANT assistance, analysis and work under the terms of this AGREEMENT shall include, but not be limited to, the following:

- (1) project design, definition and description;
- (2) preliminary project review under CEQA;
- (3) CEQA initial study analysis and completion;
- (4) determination of the significance of environmental effects, if any, caused by the DISTRICT's project;
- (5) determination of the type and degree of CEQA analysis for the DISTRICT's project;
- (6) assistance with feasible mitigation measures, if any, that are needed for the DISTRICT project's environmental effects, if any;
- (7) preparation of all or portions of CEQA documents and related technical documents and assessments;
- (8) responding to public comments received on the draft CEQA document;
- (9) assistance with preparation and finalization of any mitigation monitoring and reporting program;
- (10) assistance with drafting and finalizing CEQA findings;
- (11) organizing, attending and/or speaking at public meetings on the project and CEQA;
- (12) meeting and interfacing with representatives of local, state or federal governmental agencies with jurisdiction over the DISTRICT project;
- (13) providing leadership in the overall environmental impact analysis and response for the DISTRICT project; and
- (14) other CEQA-related activities.

EXHIBIT B

SCHEDULE OF RATES

Consultants standard fee schedule for environmental sciences and planning services is stated below. Direct costs associated with project labor are billed to the project as described under Reimbursable Expenses.

Professional, Technical & Support Personnel¹ Hourly Rate

Principal II	\$230
Principal I	\$215
Senior Supervisor II	\$195
Supervisor I	\$185
Senior Professional II	\$165
Senior Professional I	\$150
Professional IV	\$135
Professional III	\$120
Professional II	\$105
Professional I	\$95
Environmental Technician/Field Aide III	\$90
Environmental Technician/Field Aide II	\$85
Environmental Technician/Field Aide I	\$80
Senior GIS Specialist	\$130
GIS/CADD Specialist II	\$115
GIS/CADD Specialist I	\$100
Graphic Designer	\$95
Technical Editor	\$105
Production Specialist	\$80
Clerical/Administrative Assistant I	\$75

Photocopying and Printing

Photocopies will be charged at a rate of \$0.16/copy for single-sided copies and \$0.32 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$3.00/copy for color, double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Reimbursable Expenses are costs associated with completing a project, which are: (a) deemed necessary upon the CONSULTANT's and DISTRICT's joint determination before such costs are incurred; and (b) not included in the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other

¹ Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$310.

than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.

2. Transportation fees; company-owned vehicles will be billed \$85/day for light-duty vehicles and trucks \$135/day for 4-WD/off road vehicles, plus \$0.65/mile for mileage over 50. Mileage rate of \$0.65/mile applies to all miles incurred in employee-owned vehicles.

Equipment Schedule for Environmental Sciences and Planning Services

Equipment

Environmental Site Assessment

Day Rate

Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200

Natural Resources & Multi-Services Field Equipment

Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian Survey Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Construction Monitoring Field Package: (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$95
Standard Field Package (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$50
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50

Water & Marine Resources Equipment

Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$200
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (27 ft. Wilson or Similar)	\$550
Side Scan or Single Beam Sonar	\$700

Underwater & Marine Sampling Gear includes: Photo/Video Camera, Dissolved
Oxygen Meter, Temp-pH-Conductivity Meter, Tanks, BCD, Regulators,
Binoculars, Tapes, Buoys, Floats, etc. \$50
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Real Tapes w/
Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer,
Refractometer, Anemometer, various Field Guides) \$50

Insurance, Hazard & Safety Fees

L & H Dive Insurance	\$50 person
Hazard Premium (In or Underwater ONLY per/hour)	1.25 X hourly
Level C Health and Safety	\$60 person