

August 16, 2018

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF PROPOSED AMENDMENT NO. 2 TO CONTRACT NO. 14-022 WITH THE CAMROSA WATER DISTRICT FOR WASTEWATER FACILITY SERVICES TO EXTEND THE TERM BY ONE YEAR AND TO INCREASE THE TOTAL COMPENSATION

RECOMMENDATION

Approve, and authorize the Board Chair to sign, proposed Amendment No. 2 to Contract No. 14-022 with Camrosa Water District to extend the term through June 30, 2019 and to increase the total compensation by \$154,775 for FY2018-19.

FISCAL IMPACT

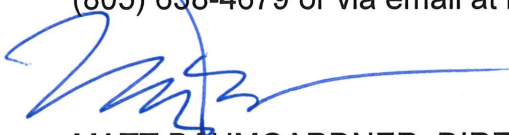
The revenue for this contract is included in the adopted FY2018-19 District budget in Contract Services under account codes 25-210-40100-202200 and 25-210-40102-202200.

BACKGROUND/ANALYSIS

The District has provided wastewater facilities services to Camrosa Water District under Contract No. 14-022 since June 19, 2014. The Camrosa Water District desires to continue the services for one more year and has requested VRSD to extend the contract until June 30, 2019. The revenue for FY2018-19 is anticipated to be \$154,775.

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) 658-4679 or via email at mattbaumgardner@vrzd.com.



MATT BAUMGARDNER, DIRECTOR OF OPERATIONS

APPROVED FOR BUDGET IMPACT:



Regina Williams, Interim Director of Finance

APPROVED FOR AUGUST 16, 2018 AGENDA:



Chris Theisen, General Manager

Attachments: 1. Amendment No. 2 to Contract No. 14-022

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 14-022-2**

AMENDMENT NO. 2 TO CONTRACT NO. 14-022

**AGREEMENT FOR
WASTEWATER FACILITIES SERVICES BETWEEN
CAMROSA WATER DISTRICT
AND
VENTURA REGIONAL SANITATION DISTRICT**

THIS AMENDMENT is made and entered into this 21st day of June 2018, by and between CAMROSA WATER DISTRICT, a political subdivision of the State of California ("CAMROSA"), and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("VRSD") Together, CAMROSA and VRSD shall be referred to herein as Parties.

RECITALS

A. On June 19, 2014, CAMROSA and VRSD entered into Contract No. 14-022, Agreement for Wastewater Facilities Services ("Agreement"), wherein VRSD agreed to provide collection system maintenance, emergency services (such as standby mechanical maintenance and collection system service), as well as other closely related services (collectively "SERVICES") to effect economies of operation, as requested by CAMROSA; and

B. On June 29, 2017, CAMROSA and VRSD agreed to renew and extend the Agreement for one additional year, and entered into Amendment No. 1 to Contract No. 14-022 (Contract 14-022-1); and

C. CAMROSA and VRSD acknowledge and agree that both Parties desire to renew and extend the Agreement for one additional year, and that this can be accomplished by amending the Agreement (Contract No. 14-022) 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: 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. Upon execution of this Agreement by both parties, VRSD shall diligently pursue work to assure completion of all assignments on a timely basis."

2. Exhibit "A" of the original agreement (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2014 THROUGH JUNE 30, 2015) shall be replaced in its entirety by Exhibit "A-2" (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2018 THROUGH JUNE 30, 2019), attached hereto and incorporated herein by reference.

3. Exhibit "B" of the original agreement (VENTURA REGIONAL SANITATION DISTRICT W&WW

ISF Equipment and Charges – FY 2015) shall be replaced in its entirety by Exhibit “B-2” (VENTURA REGIONAL SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES JULY 1, 2018 THROUGH JUNE 30, 2019), attached hereto and incorporated herein by reference.

4. The following language shall replace the original provisions of Section 4.1 of ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES:

“4.1 Operational Costs

(a) CAMROSA shall pay to VRSD the entire cost to VRSD of performing the services provided. CAMROSA shall be billed only for costs incurred for the purpose of this Contract, the entire cost to CAMROSA shall include:

(1) For personnel services, the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit A-2 “Hourly Rates Schedule.” The Hourly Rates Schedule may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this Agreement is in effect.

(2) For services and materials, the actual cost of the materials and services purchased. A fifteen percent (15%) surcharge is applied to the actual cost of such materials and services. The amount surcharged to cover overhead 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.

(3) For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in Exhibit B-2 “Equipment and Supply Rates Schedule.” The Equipment and Supply Rates Schedule may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this Agreement is in effect.

(b) The Hourly Rates Schedule, Equipment and Supply Rates Schedule, and overhead amount may be reviewed and adjusted annually. In the event these rate schedules expire, their rates shall remain effective until this Agreement is amended with superseding rate schedules.

5. **Integrated Contract.** A copy of the original Agreement (Contract No. 14-022, as amended) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference. Contract No. 14-022 shall, except as expressly modified herein, remain unchanged and continue to be in full force and effect.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
JAMES MONAHAN
Chairman of the Board

CAMROSA WATER DISTRICT

By  _____
TONY STAFFORD
General Manager

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-2

VENTURA REGIONAL SANITATION DISTRICT

PROPOSED HOURLY RATES

JULY 1, 2018 THROUGH JUNE 30, 2019

		FY 2018		FY 2019	
<u>CENTRAL ADMINISTRATION</u>					
Div.	Title	Hourly	OT	Hourly	OT
CA	Office Assistant	\$57	\$86	\$59	\$88
CA	Administrative Assistant	\$57	\$86	\$59	\$88
CA	Human Resources Technician	\$57	\$86	\$59	\$88
CA	Fiscal Assistant	\$68	\$103	\$70	\$106
CA	Executive Assistant	\$80	\$119	\$82	\$123
CA	Human Resources Administrator	\$91	\$136	na	na
CA	Human Resources Manager	\$91	\$136	\$94	\$136
CA	Management Analyst	\$99	\$148	\$102	\$153
CA	Accountant	\$99	\$148	\$102	\$153
CA	Senior Accountant	\$99	\$148	\$102	\$153
CA	Senior Management Analyst	\$99	\$148	\$102	\$153
CA	Director of Finance	\$157	\$236	\$162	\$243
CA	General Manager	\$192	\$288	\$198	\$296
<u>OPERATIONS</u>					
Div.	Title	Hourly	OT	Hourly	OT
WWW	Office Assistant	\$57	\$86	\$59	\$88
WWW	Administrative Assistant	\$57	\$86	\$59	\$88
WWW	W/WW Helper	\$56	\$84	\$58	\$87
WWW	W/WW Worker	\$83	\$124	\$85	\$128
WWW	Construction Specialist	\$99	\$148	\$102	\$153
WWW	Electrical/Mechanical Worker	\$106	\$159	\$109	\$164
WWW	W/WW Operator in Training	\$106	\$159	\$109	\$164
WWW	W/WW Treatment Operator I	\$106	\$159	\$109	\$164
WWW	W/WW Treatment Operator II	\$106	\$159	\$109	\$164
WWW	W/WW Treatment Operator III	\$106	\$159	\$109	\$164
WWW	W/WW Treatment Operator IV	\$106	\$159	\$109	\$164
WWW	W/WW Treatment Operator V	\$106	\$159	\$109	\$164
WWW	Environmental Resource Analyst	\$114	\$171	\$117	\$176
WWW	Instrumentation Technician	\$116	\$174	\$119	\$179
WWW	Electrical & Instrumentation Control Supervisor	\$118	\$177	\$122	\$182
WWW	W/WW Operations Supervisor	\$118	\$177	\$122	\$183
WWW	W/WW Operations Superintendent	\$134	\$200	\$138	\$206
SW	Solid Waste Worker	\$81	\$121	\$83	\$124
SW	Solid Waste Equipment Operator	\$106	\$159	\$109	\$164
SW	Senior Solid Waste Equipment Operator	\$106	\$159	\$109	\$164
SW	Engineering Technician	\$109	\$164	\$112	\$169
SW	Solid Waste Operations Supervisor	\$115	\$173	\$118	\$177
SW	Engineer	\$118	\$177	\$122	\$182
SW	Senior Engineer	\$118	\$177	\$122	\$182
SW	Senior Engineering Technician	\$118	\$177	\$122	\$183
SW	Director of Operations	\$157	\$236	\$162	\$243

- 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:

EXHIBIT B-2
VENTURA REGIONAL SANITATION DISTRICT
PROPOSED EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2018 THROUGH JUNE 30, 2019

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 Hydorrodder				\$375		
Portable Welder				\$20		
Pressure Washer			\$5	\$40		
Pressure Washer - High Pressure/Hot Water				\$55		

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2018 THROUGH JUNE 30, 2019

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	\$650		
Vactor without Chase Truck *			\$62	\$600		
Vacuum Truck *				\$400		
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).*				\$400		
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

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 14-022-1

AMENDMENT NO. 1 TO CONTRACT NO. 14-022

AGREEMENT FOR WASTEWATER FACILITIES SERVICES BETWEEN CAMROSA WATER DISTRICT AND VENTURA REGIONAL SANITATION DISTRICT

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

RECITALS

A. On June 19, 2014, CAMROSA and VRSD entered into Contract No. 14-022, Agreement for Wastewater Facilities Services ("Agreement"), wherein VRSD agreed to provide collection system maintenance, emergency services (such as standby mechanical maintenance and collection system service), as well as other closely related services (collectively "SERVICES") to effect economies of operation, as requested by CAMROSA; and

B. CAMROSA and VRSD acknowledge and agree that both Parties desire to renew and extend the Agreement for one additional year, and that this can be accomplished by amending the Agreement (Contract No. 14-022) 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: 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, 2018, unless extended by mutual agreement of the Parties or terminated as hereinafter provided. Upon execution of this Agreement by both parties, VRSD shall diligently pursue work to assure completion of all assignments on a timely basis."

2. Exhibit "A" of the original agreement (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2014 THROUGH JUNE 30, 2015) shall be replaced in its entirety by Exhibit "A-1" (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2017 THROUGH JUNE 30, 2018), attached hereto and incorporated herein by reference.

3. Exhibit "B" of the original agreement (VENTURA REGIONAL SANITATION DISTRICT W&WW ISF Equipment and Charges – FY 2015) shall be replaced in its entirety by Exhibit "B-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 Sections 4.1 and 4.2 of ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES:

"4.1 Operational Costs

(a) CAMROSA shall pay to VRSD the entire cost to VRSD of performing the services provided. CAMROSA shall be billed only for costs incurred for the purpose of this Contract, the entire cost to CAMROSA shall include:

(1) For personnel services, the VRSD billing rate associated with the classification of each individual performing services, as shown in Attachment A-1 "Hourly Rates Schedule." The Hourly Rates Schedule may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this Agreement is in effect.

(2) For services and materials, the actual cost of the materials and services purchased. A fifteen percent (15%) surcharge is applied to the actual cost of such materials and services. The amount surcharged to cover overhead 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.

(3) For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in Attachment B-1 "Equipment and Supply Rates Schedule." The Equipment and Supply Rates Schedule may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this Agreement is in effect.

(b) The Hourly Rates Schedule, Equipment and Supply Rates Schedule, and overhead amount may be reviewed and adjusted annually. In the event these rate schedules expire, their rates shall remain effective until this Agreement is amended with superseding rate schedules.

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 CAMROSA 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 the full amount of such fees.

(b) If CAMROSA disputes any amount billed by VRSD in any Billing Statement, CAMROSA shall contact VRSD within twenty (20) working days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to CAMROSA for its objection to such amount."


5. **Integrated Contract.** A copy of the original Agreement (Contract No. 14-022) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference. Contract No. 14-022 shall, except as expressly modified herein, remain unchanged and continue to 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

CAMROSA WATER DISTRICT

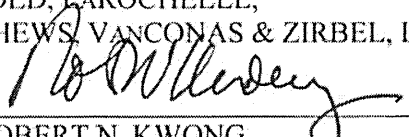
By 
TONY STANFORD
General Manager

4/28/17

ATTEST

By 
LISA MCKINLEY
Acting 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

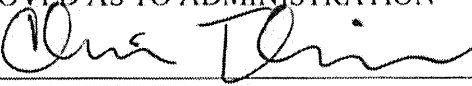
By 
CHRIS THEISEN
General Manager

EXHIBIT B-1

VENTURA REGIONAL SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued) JULY 1, 2017 THROUGH JUNE 30, 2018

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		
Vector with Chase Truck (for traffic control) *			\$75	\$550		
Vector 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

VRSD CONTRACT NO. 14-022

AGREEMENT FOR WASTEWATER FACILITIES SERVICES

BETWEEN

CAMROSA WATER DISTRICT 14 JUL -3 AM 11:45

AND

VENTURA REGIONAL SANITATION DISTRICT REGIONAL
SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 19 day of June 2014, by and between CAMROSA WATER DISTRICT, a political subdivision of the State of California, hereinafter "CAMROSA", and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "VRSD".

RECITALS

A. CAMROSA is the owner of a wastewater collection system, treatment plant, and effluent storage pond, effluent distribution pipe, and the Camarillo Sanitary District diversion structure which are referred to collectively herein as "WASTEWATER FACILITIES" and located in the unincorporated area of Ventura County, California; and

B. CAMROSA desires to enter into an Agreement with VRSD for collection system maintenance, emergency services (such as standby mechanical maintenance and collection system service), as well as other closely related services, hereinafter collectively referred to as "SERVICES", to effect economies of operation, as requested by CAMROSA; 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 CAMROSA and is willing to perform such services for CAMROSA.

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 CAMROSA on the conditions hereinafter set forth. CAMROSA's General Manager or his designated authorized representative shall administer this Agreement for CAMROSA. It is expressly understood that the relationship between CAMROSA and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of CAMROSA.

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

1.3 The parties acknowledge that CAMROSA retains exclusive authority and budgetary discretion relating to the funding of CAMROSA's operation and maintenance. Nothing in this Agreement shall prohibit or otherwise prevent CAMROSA from performing various routine maintenance or emergency services outlined in this Agreement with CAMROSA's personnel or other contract service providers.

1.4 VRSD accepts the relationship of trust and confidence established between VRSD and CAMROSA 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 Scope of Services.

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

ARTICLE 2: SCOPE OF SERVICES

2.1 Source Control

VRSD will perform source control work as requested by CAMROSA.

2.2 Sewer Collection System

- a. It is anticipated that VRSD will be requested to clean sixty-six percent (66%) of CAMROSA's sewer collection system or as otherwise determined by CAMROSA.
- b. Upon request by CAMROSA, VRSD shall provide emergency response service for CAMROSA's sewer collection system at any time of day or night. Costs for such emergency services will be billed at VRSD rates as contained in ARTICLE 4.

2.3 NPDES Sampling and Analysis. VRSD shall perform NPDES permit related sampling analysis and reporting to CAMROSA as requested.

2.4 Other Services. VRSD shall perform other services requested by CAMROSA, as deemed necessary by CAMROSA.

2.5 Monthly Report. VRSD shall furnish a monthly report to CAMROSA reflecting the activities of VRSD under this Agreement for the preceding month.

ARTICLE 3: 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. Upon execution of this Agreement by both parties, VRSD shall diligently pursue work to assure completion of all assignments on a timely basis.

3.2 Termination by CAMROSA

This Agreement may be terminated by CAMROSA upon the following terms and conditions:

- a. CAMROSA may terminate this Agreement with or without cause, by giving sixty (60) days written notice to VRSD, specifying the effective date of termination. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD from liability for such default. For purposes of this Agreement, a material default of VRSD shall be defined as VRSD's failure to perform any of the obligations of VRSD contained in Article 2 herein. Upon any termination of this Agreement by CAMROSA, VRSD shall be entitled to amounts actually earned as of the date of the termination.

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 CAMROSA in any of CAMROSA's obligations hereunder. For purposes of this Agreement, a material default of CAMROSA shall be defined as CAMROSA's failure to perform any of the obligations of CAMROSA contained in Articles 4 and 5 herein. Such termination by VRSD shall be effective only if the default remains uncured upon the expiration of sixty (60) days after CAMROSA's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of CAMROSA shall not relieve CAMROSA from liability for such default.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

CAMROSA shall pay to VRSD the entire cost to VRSD of performing the services provided. CAMROSA shall be billed only for costs incurred for the purpose of this Contract, the entire cost to CAMROSA shall include:

a. For personnel services, the VRSD billing rate associated with the classification of each individual performing services, as shown in Attachment A "Billing Rate Schedule". The Billing Rate Schedule may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this Agreement is in effect.

b. For services and supplies, the actual cost of the materials and services purchased, to which overhead has been applied. 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.

c. For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in Attachment B "Equipment and Machinery Rate Schedule". The Equipment and Machinery Rate Schedule may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this Agreement is in effect.

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 CAMROSA 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, CAMROSA shall present payment to VRSD for full amount of such fees.

(b) If CAMROSA disputes any amount billed by VRSD in any Billing Statement, CAMROSA shall contact VRSD 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 CAMROSA for its objection to such amount.

4.3 Existing Fixed Assets

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

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 CAMROSA 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: CAMROSA'S RESPONSIBILITY

5.1 CAMROSA will provide VRSD, without charge, any information available to CAMROSA that CAMROSA deems pertinent to the job. This may include maps, reports, plans and specifications, necessary legal information, etc.

5.2 CAMROSA does not assume and shall not be liable for the direct payment of any salary, wages, or other compensation to any VRSD personnel performing services hereunder or any liability other than that provided for this Agreement.

5.3 Except as herein otherwise specified, CAMROSA shall not be liable for compensation for indemnity to any VRSD employee for injury or sickness arising out of his or her employment.

ARTICLE 6: LAWS, REGULATIONS AND PERMITS

6.1 VRSD shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. VRSD shall be liable for all violations of the law caused by work furnished by VRSD. If VRSD performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to CAMROSA, VRSD shall bear all costs caused by such VRSD work.

ARTICLE 7: SAFETY

7.1 VRSD shall execute and maintain work so as to avoid injury or damage to any person or property. VRSD shall comply with the requirements of the specifications relating to safety measures applicable in particular operations of kinds of work.

In carrying out its work, VRSD shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (CalOSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

ARTICLE 8: INSURANCE

8.1 Commercial General Liability, Automobile Liability, and Professional Liability Insurance. VRSD shall provide and maintain the following commercial general liability, professional liability and automobile liability insurance:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001) covering Symbol 1 (any auto)

8.2 Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The Camrosa Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the VRSD's; products and completed operations of the VRSD; premises owned, occupied or used by the VRSD; and automobiles owned, leased, hired or borrowed by the VRSD. The coverage shall contain no special limitations on the scope of protection afforded to the Camrosa Water District, its directors, officers, employees, or authorized volunteers.
- b. For any claims related to this project, the VRSD's insurance shall be primary insurance as respects the Camrosa Water District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Camrosa Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Camrosa Water District, its directors, officers, employees, or authorized volunteers.
- d. VRSD's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this Agreement shall state or be endorsed to state that coverage shall not be canceled by the insurance carrier or VRSD, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Camrosa Water District.

8.3 Additional Provisions.

- a. Such liability insurance shall indemnify VRSD and sub-contractors against loss from liability imposed by law upon, or assumed under contract by, VRSD or sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- b. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
- c. The automobile liability policy shall cover all owned, non-owned, and hired automobiles. CAMROSA approves utilization of coverage by the California Sanitation Risk Management Authority.
- d. All of the insurance shall be provided on policy forms and through companies satisfactory to the CAMROSA.
- e. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the CAMROSA. At the option of CAMROSA the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by CAMROSA.

8.5 Workers' Compensation and Employer's Liability Insurance. VRSD and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. VRSD shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

8.6 Evidences of Insurance Prior to execution of the Agreement. VRSD shall file with CAMROSA a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 8.2. VRSD shall, upon demand of CAMROSA, deliver to the CAMROSA such policy or policies of insurance and the receipts for payment of premiums thereon.

8.7 Continuation of Coverage. If any of the required coverages expire during the term of this Agreement, VRSD shall deliver the renewal certificate(s) including the general liability additional insured endorsement to CAMROSA at least ten (10) days prior to the expiration date.

8.8 Sub-Contractors. In the event that VRSD employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be VRSD's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

ARTICLE 9: HOLD HARMLESS

9.1 Notwithstanding anything herein to the contrary, VRSD shall indemnify, defend, and hold CAMROSA 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 CAMROSA and damage to or destruction of property including, but not limited to, property of CAMROSA; 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.

9.2 Notwithstanding anything herein to the contrary, CAMROSA 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, or destruction of property, provided said fines, claims, demands, liability or loss are caused by a negligent act or failure to act of CAMROSA. In this regard, CAMROSA 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 CAMROSA'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 10: 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 11: 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 12: 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 13: 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 14: ATTORNEY FEES

In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine who is the "prevailing party," whether or not the suit proceeds to final judgment.

ARTICLE 15: 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 CAMROSA: General Manager
 CAMROSA WATER DISTRICT
 7385 Santa Rosa Road
 Camarillo, CA 93012

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 16: NO WAIVER

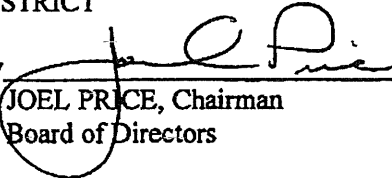
No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive VRSD of its right to institute and 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 17: CALIFORNIA LAW

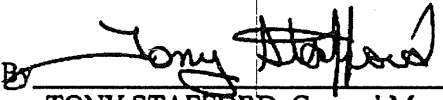
This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that venue for any litigation arising from this Agreement shall be County of Ventura Superior Court.

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

CAMROSA WATER DISTRICT

By 
TONY STAFFORD, General Manager

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LLP

By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

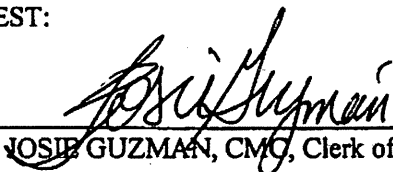
By 
JOSIE GUZMAN, CMC, Clerk of the Board

Exhibit "A"

VENTURA REGIONAL SANITATION DISTRICT

HOURLY RATES

JULY 1, 2014 THROUGH JUNE 30, 2015

CENTRAL ADMINISTRATION

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

OPERATIONS

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 "B"

**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		
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.

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