



June 20, 2019

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, AMENDMENT NO. 3 TO VRSD CONTRACT NO. 14-022 WITH CAMROSA WATER DISTRICT FOR WASTEWATER SERVICES TO INCREASE THE TOTAL COMPENSATION AND EXTEND THE TERM

RECOMMENDATION

Approve, and Authorize the Board Chair to sign, Amendment No. 3 to VRSD Contract No. 14-022 with Camrosa Water District to increase the total compensation by \$163,987 (for FY2019-20) and extend the term to June 30, 2022.

FISCAL IMPACT

The revenue and associated costs for this contract are included in the proposed FY2019-20 District budget in Wastewater Contract Services division (Fund 25, Division 210) under the following project:

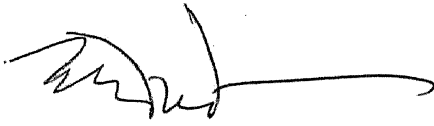
Maintenance – Sewage Collection (Project 202200): \$163,987

BACKGROUND/ANALYSIS/PROPOSAL

The District has provided wastewater facilities services to Camrosa Water District under VRSD Contract No. 14-022 since June 19, 2014. Camrosa Water District desires to continue the services for three (3) more years and has requested VRSD to extend the contract until June 30, 2022. The budgeted revenue for FY2019-20 is anticipated to be \$163,987 which covers the costs of services provided. Future years' revenue and cost projections will be included in the proposed budget for the corresponding fiscal year.

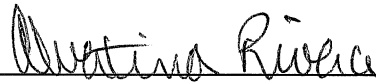
This letter and the associated contract have been reviewed by Legal Counsel as to form.

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




MATT BAUMGARDNER, DIRECTOR OF OPERATIONS

APPROVED FOR BUDGET IMPACT:



Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:



Chris Theisen, General Manager

Attachments: VRSD Contract No. 14-022-3

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 14-022-3**

AMENDMENT NO. 3 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 6th day of June 2019, 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 wastewater 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. On June 21, 2018, CAMROSA and VRSD agreed to renew and extend the Agreement for one additional year, and entered into Amendment No. 2 to Contract No. 14-022 (Contract 14-022-2); and

D. CAMROSA and VRSD acknowledge and agree that both Parties desire to renew and extend the Agreement for three (3) additional years, 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, 2022, 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-3” (VENTURA

REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2019 THROUGH JUNE 30, 2020), 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-3” (VENTURA REGIONAL SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES JULY 1, 2019 THROUGH JUNE 30, 2020), 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-3 “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-3 “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.

6. **Execution in Counterparts.** This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
KEVIN KILDEE
Chairman of the Board

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

CAMROSA WATER DISTRICT

By _____
TONY STAFFORD
General Manager

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