



July 15, 2021

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

## **APPROVAL OF AMENDMENT NO. 2 TO INCREASE THE TOTAL COMPENSATION AND TO EXTEND THE TERM OF VRSD CONTRACT NO. 15-021 WITH THE OJAI VALLEY SCHOOL FOR WASTEWATER FACILITY SERVICES**

### **RECOMMENDATION**

Approve, and Authorize the Board Chair to sign, Amendment No. 2 to VRSD Contract No. 15-021 with Ojai Valley School to increase the total compensation by \$73,247 (for FY2022) and extend the term through June 30, 2022

### **FISCAL IMPACT**

The revenue and associated costs for this contract are included in the adopted FY2021-22 District budget.

### **BACKGROUND/ANALYSIS**


The District has provided wastewater facilities services to Ojai Valley School under VRSD Contract No. 15-021 since June 18, 2015. The Ojai Valley School desires to continue the services for one more years and has requested VRSD to extend the contract until June 30, 2022. The budgeted revenue for FY2022 is anticipated to be \$73,247.

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 RichardJones@vrzd.com.

  
RICHARD JONES, DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT:

  
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:

  
Chris Theisen, General Manager

Attachments: Amendment No.2 to VRSD Contract 15-021

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 15-021-2**

**AMENDMENT NO. 2 TO CONTRACT NO. 15-021**

**AGREEMENT FOR  
WATER & WASTEWATER FACILITIES SERVICES  
BETWEEN  
OJAI VALLEY SCHOOL  
AND  
VENTURA REGIONAL SANITATION DISTRICT**

THIS AMENDMENT is made and entered into this 1<sup>st</sup> day of July 2021, by and between OJAI VALLEY SCHOOL ("OVS") and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("VRSD"). Together, OVS and VRSD shall be referred to herein as Parties.

**RECITALS**

A. On June 18, 2015, OVS and VRSD entered into Contract No. 15-021, Agreement for Water & Wastewater Facilities Services ("Agreement"), wherein VRSD agreed to provide operation and maintenance services at OVS's wastewater treatment plant as requested by OVS (collectively "Services"); and

B. On June 21, 2018, OVS and VRSD agreed to renew and extend the Agreement for three additional years, and entered into Amendment No. 1 to Contract No. 15-021 (Contract 15-021-1); and

C. OVS and VRSD acknowledge and agree that they desire to renew and extend the Agreement for one additional year, and that this can be accomplished by amending the Agreement (Contract No. 15-021) accordingly.

**AMENDMENT TERMS AND CONDITIONS**

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

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

"3.1 Effective Date

This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2022, unless extended by mutual agreement of the Parties or terminated as hereinafter provided."

2. Exhibit "B-1" of Amendment No. 1 to the original agreement (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2018 THROUGH JUNE 30, 2019) shall be replaced in its entirety by Exhibit "B-2" (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2021 THROUGH JUNE 30, 2022), attached hereto and incorporated herein by reference.

3. Exhibit "C-1" of the original agreement ( VENTURA REGIONAL SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES JULY 1, 2018 THROUGH JUNE 30, 2019) shall be

replaced in its entirety by Exhibit "C-2" (VENTURA REGIONAL SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES JULY 1, 2021 THROUGH JUNE 30, 2022), attached hereto and incorporated herein by reference.

4. **Integrated Contract.** A copy of the original Agreement (Contract No. 15-021, as amended) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference. Contract No. 15-021 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 \_\_\_\_\_  
JIM FRIEDMAN  
Chairman of the Board

OJAI VALLEY SCHOOL

By  7/6/21  
ROBERT CENDEJAS  
Business 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

RECEIVED

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 15-021-1**

2018 JUN 28 PM 3:09

VENTURA REGIONAL  
SANITATION DISTRICT

**AMENDMENT NO. 1 TO CONTRACT NO. 15-021**

**AGREEMENT FOR  
WATER & WASTEWATER FACILITIES SERVICES  
BETWEEN  
OJAI VALLEY SCHOOL  
AND  
VENTURA REGIONAL SANITATION DISTRICT**

THIS AMENDMENT is made and entered into this 21<sup>st</sup> day of June 2018, by and between OJAI VALLEY SCHOOL ("OVS") and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("VRSD"). Together, OVS and VRSD shall be referred to herein as Parties.

**RECITALS**

A. On June 18, 2015, OVS and VRSD entered into Contract No. 15-021, Agreement for Water & Wastewater Facilities Services ("Agreement"), wherein VRSD agreed to provide operation and maintenance services at OVS's wastewater treatment plant as requested by OVS (collectively "Services"); and

B. OVS and VRSD acknowledge and agree that both Parties desire to renew and extend the Agreement for three additional years, and that this can be accomplished by amending the Agreement (Contract No. 15-021) accordingly.

**AMENDMENT TERMS AND CONDITIONS**

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

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

**"3.1 Effective Date**

This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2021, unless extended by mutual agreement of the Parties or terminated as hereinafter provided."

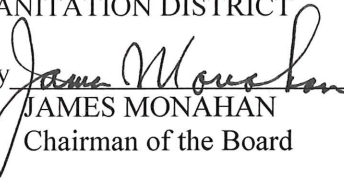
2. Exhibit "B" of the original agreement (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2015 THROUGH JUNE 30, 2016) shall be replaced in its entirety by Exhibit "B-1" (VENTURA REGIONAL SANITATION DISTRICT HOURLY RATES JULY 1, 2018 THROUGH JUNE 30, 2019), attached hereto and incorporated herein by reference.

3. Exhibit "C" of the original agreement (VENTURA REGIONAL SANITATION DISTRICT W & WW ISF Equipment and Supply (Consumable) Charges – FY 2016) shall be replaced in its entirety by Exhibit "C-1" (VENTURA REGIONAL SANITATION DISTRICT EQUIPMENT & SUPPLY (CONSUMABLE) RATES JULY 1, 2018 THROUGH JUNE 30, 2019), attached hereto and incorporated herein by reference.

4. **Integrated Contract.** A copy of the original Agreement (Contract No. 15-021) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference. Contract No. 15-021 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   
JAMES MONAHAN  
Chairman of the Board

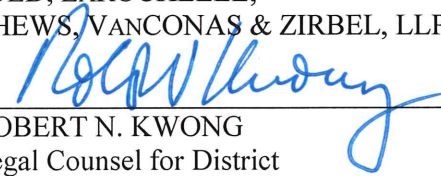
OJAI VALLEY SCHOOL

By  6/26/18  
ROBERT CENDEJAS  
Business 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 B-1

## VENTURA REGIONAL SANITATION DISTRICT

### PROPOSED HOURLY RATES

#### JULY 1, 2018 THROUGH JUNE 30, 2019

		FY 2018		FY 2019	
<b><u>CENTRAL ADMINISTRATION</u></b>					
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
<b><u>OPERATIONS</u></b>					
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:

All Other Services: 15%

**EXHIBIT C-1**  
**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				



VENTURA REGIONAL SANITATION DISTRICT  
1001 PARTRIDGE DRIVE, SUITE 150  
VENTURA, CA 93003-0704  
805.658.4679

# FY19 PROPOSED CUSTOMER BUDGET

Item #245200

Project Number

Ojai Valley School - Maintenance

Account

51010 Wages - Regular

Account Total--- \$12,948

51010 W/WW Electrical/Mechanical Wkr

51010 W/WW Worker

51010 W/WW Electrical/Mechanical Wkr

52120 Secondary Sludge

Account Total--- \$5,465

52120 Sludge Disposal

60596 Fund Transfer Out-VACUMN

Account Total--- \$3,780

60596 Vacuum Truck w/Fuel Surcharge

60598 Fund Transfer Out-FLEET

Account Total--- \$1,000

60598 Mileage

Project 245200 Total--- \$23,193

Total for this report--- \$23,193

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project

VRSD Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project



VENTURA REGIONAL SANITATION DISTRICT  
1001 PARTRIDGE DRIVE, SUITE 150  
VENTURA, CA 93003-0704  
805.658.4679

# FY19 PROPOSED CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
245300 <i>Ojai Valley School - Operations</i>				
51010 Wages - Regular	Account Total---			\$24,130
	51010 W/WW Treatment Operator III	52	\$109	\$5,668
	51010 W/WW Operations Supervisor	12	\$122	\$1,464
	51010 W/WW Treatment Operator III	48	\$109	\$5,232
	51010 Administrative Asst	24	\$59	\$1,416
	51010 W/WW Worker Sludge hauling	50	\$85	\$4,250
	51010 Elec & Inst Control Supervisor	50	\$122	\$6,100
52155 Lab Services and Supplies	Account Total---			\$5,750
52185 Operating Supplies	Account Total---	1	\$5,750	\$5,750
60598 Fund Transfer Out-FLEET	Account Total---	1	\$2,300	\$2,300
60598	Account Total---	1000	\$1	\$1,000
Project 245300 Total---				\$33,180
Total for this report---				\$33,180

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project

VRSD Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project



VENTURA REGIONAL SANITATION DISTRICT  
1001 PARTRIDGE DRIVE, SUITE 150  
VENTURA, CA 93003-0704  
805.658.4679

# FY19 PROPOSED CUSTOMER BUDGET

Item #7

Project Number

#45500 *Ojai Valley School - EPG*

Account

51010 Wages - Regular

Account Total---

\$8,424

51010 Environmental Resource Analyst

\$4,212

51010 Environmental Resource Analyst

\$4,212

52155 Lab Services and Supplies

Account Total---

\$1,150

52155

60598 Fund Transfer Out-FLEET

Account Total---

\$300

60598 Sampling

300

\$1

\$300

Project

\$9,874

245500 Total---

Total for this report---

\$9,874

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project

VRSD Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project

# EXHIBIT 1

VRSD CONTRACT NO. 15-021

21021623  
2015 AUG -4 AM 9:56  
AGREEMENT FOR  
WATER & WASTEWATER FACILITIES SERVICES  
BETWEEN  
OJAI VALLEY SCHOOL  
AND  
VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of June 2015 by and between OJAI VALLEY SCHOOL, a California non-profit corporation, hereinafter "OVS", and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et. seq., hereinafter "VRSD".

## RECITALS

A. OVS is the owner of a wastewater treatment facility which is referred to herein as "FACILITIES" and located at 10820 Reeves Road, Ojai, California, Assessor's Parcel Number 030-0-030-020, located in the Ventura County area; and

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

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

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

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

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

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

## ARTICLE 2: SCOPE OF SERVICES

See attached Exhibit A.

## ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION

### 3.1 Effective Date

This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless extended by mutual agreement of the parties or terminated as hereinafter provided.

### 3.2 Termination by OVS

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

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

### 3.3 Termination by VRSD

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

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

## ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

### 4.1 Operational Costs

a. Operational Costs. OVS shall pay to VRSD the entire cost to VRSD of performing the services within the limitations of the annual budget total approved by both agencies. OVS shall be billed only for costs incurred. OVS shall not be billed for costs exceeding the total budgeted amount and VRSD shall not be obligated to perform work that would exceed the total budgeted amount without amendment

of the jointly adopted budget specified in OVS's approved budget. A budget shall be adopted by both agencies following annual review and consultation and each succeeding budget total shall become a part of this agreement. For the purpose of this agreement, the entire cost to OVS shall include:

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

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

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

#### 4.2 Compensation for Services

(a) On or before the tenth (10th) working day following the end of any month for which payments are required to be made under this Agreement ("Billing Period"), VRSD shall mail to OVS 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, OVS shall present payment to VRSD for full amount of such fees.

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

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

#### 4.3 Existing Fixed Assets

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

#### 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 OVS 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: OVS'S RESPONSIBILITY

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

#### ARTICLE 6: INSURANCE

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

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

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

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

#### ARTICLE 7: HOLD HARMLESS

7.1 Notwithstanding anything herein to the contrary, VRSD shall indemnify, defend, and hold OVS 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 OVS and damage to or destruction of property including, but not limited to, property of OVS; provided said fines, claims, demands, liability or loss arise out of the performance by VRSD of the services required hereunder and are caused by a negligent act or failure to act of VRSD.

7.2 Notwithstanding anything herein to the contrary, OVS shall indemnify, defend, and hold VRSD free and harmless from any fines levied by the RWQCB and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of VRSD and damage to or destruction of property including, but not limited to, property of VRSD; provided said fines, claims, demands, liability or loss are caused by a negligent act or failure to act of OVS. In this regard, OVS



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 OVS's failure to take action, or make budgetary provision, for the replacement of existing equipment, structures or facilities, or the acquisition of new equipment, structures or facilities.

#### ARTICLE 8: TERMS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

#### ARTICLE 9: ASSIGNMENT

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

#### ARTICLE 10: ARTICLE HEADINGS

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

#### ARTICLE 11: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this contract is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### ARTICLE 12: NOTICES

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

To OVS:

*Robert P. Cendejas*  
Jean Torres, OVS Business Manager  
OJAI VALLEY SCHOOL  
723 El Paseo Road  
Ojai, CA 93023

To VRSD:

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

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

ARTICLE 14: NO WAIVER

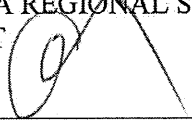
No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive VRSD of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this agreement or the performance of this agreement.

ARTICLE 15: CALIFORNIA LAW


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

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

VENTURA REGIONAL SANITATION  
DISTRICT


By   
\_\_\_\_\_  
RICK NEAL, Chairman  
Board of Directors

OJAI VALLEY SCHOOL

By   
\_\_\_\_\_  
JEAN TORRES, Business Manager  
Robert Condejas,

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,  
VANCONAS & ZIRBEL, LLP

By   
\_\_\_\_\_  
MARK A. ZIRBEL,  
Legal Counsel for VRSD

ATTEST:

By   
\_\_\_\_\_  
JOSIE GUZMAN, CMC, Clerk of the Board

## Exhibit "A"

### Scope of Services

#### Water & Wastewater Facilities

- a) VRSD shall provide an operator certified by the State Water Resources Control Board (SWRCB) to operate FACILITIES. Operator shall check the wastewater facility 3 times each week. VRSD shall also designate operators and other personnel as "standby" to respond to after-hours emergency calls.
- b) VRSD shall perform all necessary operational and laboratory analyses presently required by the standards and regulations of the California Regional Water Quality Control Board (RWQCB).
- c) VRSD will conduct groundwater monitoring of the 3 groundwater wells as required by the RWQCB.
- c) VRSD shall maintain proper laboratory records and submit all required reports to the RWQCB. VRSD shall furnish OVS a copy of all reports submitted to the regulatory agency.
- d) VRSD shall maintain all treatment process equipment in good working order. Such maintenance shall include checking and necessary lubrication of blowers, air diffusers, effluent lift stations and other on-site equipment.
- e) VRSD shall perform housekeeping in such a manner to maintain the FACILITIES in a clean and sanitary condition.
- f) VRSD shall operate OVS's FACILITIES in conformance with all operational requirements of the regulatory agency, so far as is physically possible and practical within the FACILITIES' technical and economic limitations.
- g) VRSD shall furnish a monthly report to OVS reflecting the activities of VRSD under this Agreement for the preceding month.

#### Other Services.

VRSD shall perform other services requested in writing by OVS, provided the services are reasonably related to the purpose of this Agreement, further provided additional funds are authorized by OVS. Verbal authorization shall be accepted only in the case of emergency, and must be followed up within 5 working days with the usual written authorization regarding provision of service and funding at VRSD's current rates.

**Exhibit "B"**

**VENTURA REGIONAL SANITATION DISTRICT**

**HOURLY RATES**

**JULY 1, 2015 THROUGH JUNE 30, 2016**

**CENTRAL ADMINISTRATION**

<b>Div.</b>	<b>Pos.</b>	<b>Title</b>	<b>Hourly</b>	<b>OT</b>
CA	103	Management Analyst	\$92	n/a
CA	105	Management Specialist	\$70	n/a
CA	107	Human Resource Analyst	\$85	n/a
CA	208	Executive Assistant	\$74	n/a
CA	209	Office Assistant	\$53	\$80
CA	501	General Manager	\$179	n/a
CA	502	Director of Finance & Administration	\$147	n/a
CA	601	Fiscal Assistant	\$64	\$96
CA	TBD	Project Coordinator	\$79	n/a
CA	603	Accounting Supervisor	\$79	n/a

**OPERATIONS**

<b>Div.</b>	<b>Pos.</b>	<b>Title</b>	<b>Hourly</b>	<b>OT</b>
WWW	105	Management Specialist	\$70	\$105
WWW	207	Administrative Assistant	\$53	\$80
WWW	209	Office Assistant	\$53	\$80
WWW	316	Construction Specialist	\$92	\$138
WWW	414	Senior Source Control Inspector	\$109	\$164
WWW	415	Source Control Inspector	\$99	\$149
WWW	450	Environmental Resource Analyst	\$107	\$161
WWW	720	W/WW Supervisor	\$110	\$165
WWW	722	W/WW Technical Services Supervisor	\$135	\$203
WWW	723	W/WW Operations & Maintenance Superintendent	\$125	\$188
WWW	901	Instrumentation Technician	\$109	\$164
WWW	902	Senior W/WW Worker	\$95	\$143
WWW	903	Water Distribution Specialist	\$111	\$167
WWW	911	Electrical/Mechanical Worker	\$99	\$149
WWW	904	W/WW Mechanic	\$99	\$149
WWW	905	W/WW Treatment Operator I	\$99	\$149
WWW	906	W/WW Treatment Operator II	\$99	\$149
WWW	910	W/WW Treatment Operator III	\$99	\$149
WWW	913	W/WW Treatment Operator IV	\$99	\$149
WWW	914	W/WW Treatment Operator V	\$99	\$149
WWW	907	W/WW Treatment Plant Operator	\$110	\$165
WWW	908	W/WW Worker	\$75	\$113

WWW	909	W/WW Helper	\$51	\$77
SW	314	Engineering Technician	\$102	\$153
SW	717	Solid Waste Technical Operations Supervisor	\$110	\$165
SW	823	Solid Waste Supervisor	\$108	\$162
SW	806	Senior Solid Waste Equipment Operator	\$99	\$149
SW	818	Senior Solid Waste Worker	\$99	\$149
SW	820	Solid Waste Equipment Operator	\$99	\$149
SW	821	Solid Waste Worker	\$75	\$113

- 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%
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# Exhibit "C"

## VENTURA REGIONAL SANITATION DISTRICT W&WW ISF Equipment and Supply (Consumable) Charges - FY 2016

EQUIPMENT LIST:	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$100.00		
Airless Sprayer Epic 660E				\$35.00		
Bulldog Nozzle		\$25.00				
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		
Concrete Mixer				\$50.00		
Confined Space Tripod/Harness System w/air blower				\$50.00		
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)						\$228.00
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		
Lateral Camera (use = each lateral)		\$100.00				
Load Bank				\$45.00		
Locator (or metal detector)				\$25.00		
Manhole Rehab Equipment = \$65/vertical foot		\$65.00/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 Hydorrodder				\$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		
Push Camera				\$75.00		
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 -		
				\$130.00		
Sprayer, Airless and Manhole				\$100.00		
Sprayer, Extreme Airless				\$250.00		
Test Bench, Water (Ford)						\$250.00
Traffic Control Items (cones/signs)				\$30.00		
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		
Vehicle #2107 (Assigned to TSD)						\$600.00
Vehicle #2122 (Assigned to TSD)						\$1,000.00
Vehicle #2131 (Assigned to TSD)						\$620.00
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				

\*Hourly/Daily rate does not include fuel surcharge

Equipment may be subject to fuel surcharges.

SUPPLY (CONSUMABLE)	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		\$15.00				
Consumables				\$3.00		
Float Switch		\$53.00				
Float Weight		\$10.00				



VENTURA REGIONAL SANITATION DISTRICT  
1001 PARTRIDGE DRIVE, SUITE 150  
VENTURA, CA 93003-0704  
805.658.4679

# FY16 CUSTOMER BUDGET

Item # 7

Project Number

245200 *Ojai Valley School - Maintenance*

Account

Quantity

Cost/Price

Extension

51010 Wages - Regular

Account Total--- \$11,628

51010 Electrical Mechanical Worker

36

\$3,564

51010 WWW Worker

60

\$4,500

51010 Electrical Mechanical Worker

36

\$3,564

52120 Secondary Sludge

Account Total--- \$5,465

52120 Sludge Disposal

12

\$455

60596 Fund Transfer Out-VACUMN

Account Total--- \$3,780

60596 Vacuum Truck w/Fuel Surcharge

12

\$3,780

60598 Fund Transfer Out-FLEET

Account Total--- \$1,000


60598 Mileage

1000

\$1

Project 245200 Total--- \$21,873

Total for this report--- \$21,873

Customer Signature: 

Date: 4/26/2015

Approval to Start Project

VRSD Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approval to Start Project





VENTURA REGIONAL SANITATION DISTRICT  
1001 PARTRIDGE DRIVE, SUITE 150  
VENTURA, CA 93003-0704  
805.658.4679

# FY16 CUSTOMER BUDGET

Project Number	Account	Quantity	Cost/Price	Extension
245300 <i>Ojai Valley School - Operations</i>				
51010 Wages - Regular	Account Total---			\$13,374
51010 WWW Treatment Operator IV		74	\$99	\$7,326
51010 WWW Supervisor		6	\$110	\$660
51010 WWW Treatment Operator III		48	\$99	\$4,752
51010 Office Assistant		12	\$53	\$636
52155 Lab Services and Supplies	Account Total---			\$5,750
52185 Operating Supplies	Account Total---	1	\$5,750	\$5,750
60598 Fund Transfer Out-FLEET	Account Total---	1	\$2,300	\$2,300
60598		1000	\$1	\$1,000
Project 245300 Total---				\$22,424
Total for this report---				\$22,424

Customer Signature: *R. C. [Signature]* Date: 6/26/2015  
Approval to Start Project

VRSD Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project



VENTURA REGIONAL SANITATION DISTRICT  
1001 PARTRIDGE DRIVE, SUITE 150  
VENTURA, CA 93003-0704  
805.658.4679

# FY16 CUSTOMER BUDGET

Item # 7

Project Number	Account	Quantity	Cost/Price	Extension
245500 <i>Ojai Valley School - EPG</i>				
51010 Wages - Regular	51010 WWW Supervisor	108	\$110	\$11,880
	51010 Environmental Resource Analyst	36	\$107	\$3,852
	Account Total---			\$15,732
52155 Lab Services and Supplies	52155	1	\$1,150	\$1,150
60598 Fund Transfer Out-FLEET	60598 Sampling	300	\$1	\$300
	Account Total---			\$300
	Project 245500 Total---			\$17,182
	Total for this report---			\$17,182

Customer Signature: BAG Date: 6/26/15  
Approval to Start Project

VRSD Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Approval to Start Project



## OJAI VALLEY SCHOOL

723 El Paseo Road, Ojai, CA 93023  
Business Office: (805) 640-2575 Fax (805) 640-2593

June 24, 2015

Ventura Regional Sanitation District  
Attn.: Jose Guzman, Clerk of the Board  
1001 Partridge Drive, Suite 150  
Ventura, CA 93003-0704

Re: VRSD Contract No. 15-021 – Agreement for Water & Wastewater Facilities Services

Dear Ms. Guzman:

Enclosed for your records is the executed above referenced contract dated June 18, 2015. Please note that the Ojai Valley School (OVS) representative you have listed on the contract, Ms. Jean Torres, retired from OVS over two years ago. Would you please correct your records and address any future contracts or correspondence to my attention.

Sincerely yours,

Robert P. Cendejas  
Ojai Valley School Business Officer

Enclosure.

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