VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150 ▪ VENTURA, CA 93003-0704
A Public Waste Management Agency

June 16, 2022

Board of Directors
Ventura Regional Sanitation District
Ventura, California

CONSIDERATION AND RE-APPROVAL OF PROPOSED VRSD CONTRACT NO. 22-005 WITH THE VENTURA COUNTY WATERWORKS DISTRICTS FOR WASTEWATER FACILITIES MAINTENANCE

RECOMMENDED ACTIONS

Approve, and Authorize the Board Chairperson to sign, VRSD Contract No. 22-005 with the Ventura County Waterworks District for Wastewater Facilities Maintenance in an amount estimated at $404,563.

FISCAL IMPACT

This action has no anticipated fiscal impact.

BACKGROUND/ANALYSIS

The VRSD Board approved Contract No. 22-005 at the June 2, 2022 meeting via Agenda Item No. 9. It was reported at that time that the County Waterworks District staff planned to seek approval from their governing body on June 21, 2022, and this is still the case.

But after your Board's approval of the contract on June 2nd, Ventura County Waterworks District staff approached VRSD staff and requested changes to some contract language. Communication between staff and legal counsel for both sides ensued and resulted in an agreed upon contract which is attached in track changes and clean versions. Based on these changes which do not alter the substance of the contract, VRSD staff agreed to seek approval of this revised contract from your Board. If your Board should do so, it would override your previous approval of the earlier version of this contract on June 2nd.

Two versions of the contract are shown as attachments. Attachment 1 is the new contract to be approved today with changes included. Attachment 2 is a markup to show the changes that were made.

This letter has 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) 658-4600 or email at ChrisTheisen@vrsd.com.

CHRIS THEISEN, GENERAL MANAGER

APPROVED FOR FISCAL IMPACT: _____
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA: _____
Chris Theisen, General Manager

Attachments:
1. Contract No. 22-005
2. Contract No. 22-005 showing changes from previous version

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 22-005

AGREEMENT FOR WASTEWATER FACILITIES MAINTENANCE BY AND BETWEEN VENTURA COUNTY WATERWORKS DISTRICTS AND VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____ 2022 by and between Ventura County Waterworks Districts Nos. 1 and 16 ("CLIENT") and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code §4700 et seq. ("VRSD"). Together, CLIENT and VRSD shall be referred to herein as Parties.

R E C I T A L S

A. CLIENT is the owner and operator of a wastewater facilities, which are referred to collectively herein as "FACILITIES and located in the Ventura County Area; and

B. CLIENT desires to enter into an agreement with VRSD for regular and emergency maintenance services for its Wastewater Facilities, as well as other related services, hereinafter collectively referred to as "Services", in order to achieve operational economies and efficiencies; 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 to the CLIENT and is willing to perform such services for the CLIENT.

NOW, THEREFORE, based upon the recitals above and valuable consideration, the mutual covenants, and promises set forth below, the Parties do hereby agree to abide by the following terms and conditions:

ARTICLE 1: RETENTION OF VRSD

1.1 VRSD agrees to provide services to CLIENT on the conditions set forth in this Agreement. CLIENT's Board of Directors shall administer this Agreement for CLIENT. It is expressly understood that the relationship between CLIENT and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of CLIENT.

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

1.3 VRSD accepts the relationship of trust and confidence established between VRSD and CLIENT 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 federal, state and local regulations. VRSD shall provide the Services described in Article 2: Scope of Services within the limitations of an annual written Proposed Customer Budget total approved by both Parties prior to the beginning of each fiscal year.

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

1.5 The parties acknowledge that CLIENT intends to maintain funding and service requirements throughout the term of this Agreement at similar levels for operational service encompassed in the first year of this Agreement.

ARTICLE 2: SCOPE OF SERVICES

See Exhibit A, attached.

ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION

3.1 Effective Date

This Agreement shall commence on July 1, 2022 and shall terminate on June 30, 2027, unless extended in writing by mutual agreement of the Parties or terminated as hereinafter provided.

3.2 Termination without Cause

At any time, CLIENT or VRSD may terminate this contract for any reason by providing the other with a 120-day NOTICE in accordance with Article 13.

3.3 Termination for Default

(a) This agreement may be terminated by CLIENT upon the following terms and conditions:

CLIENT 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 CLIENT shall be effective 60 days after VRSD's receipt of written notice from CLIENT 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 CLIENT for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the effective date of the default.

(b) 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 CLIENT in any of CLIENT's obligations hereunder. For purposes of this Agreement, a material default shall be defined as CLIENT's failure to perform any of the obligations contained in ARTICLE 5. Such termination by VRSD shall be effective 60 days after CLIENT's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of CLIENT shall not relieve CLIENT from liability for such default. In case of termination of this Agreement by VRSD for material default of CLIENT, VRSD shall be entitled to amounts actually earned as of the effective date of the default.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

CLIENT shall pay to VRSD the entire cost to VRSD of performing the Services which is estimated at

$404,563 for FY22-23. CLIENT shall be billed only for costs incurred. CLIENT shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from CLIENT. For this Agreement, the entire cost to CLIENT shall include:

(a) For personnel services (for FY 2022-2023), the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit "B" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Article 4.6 each year, thereafter.

(b) For purchase of supplies, equipment, and services, the actual cost of the plus a fifteen percent (15%) markup.

(c) For provision of equipment and machinery (for FY 2022-2023), the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "B" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Article 4.6 each year, thereafter.

4.2 Compensation for Services. VRSD shall submit a monthly statement for its services accompanied with a letter of explanation. CLIENT shall reimburse VRSD for expenses within 30 days of the receipt of the statement.

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

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 CLIENT 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.

4.6 Rates shown in Exhibit B shall be adjusted annually for inflation, in line with VRSD's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either CLIENT or VRSD may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties.

ARTICLE 5: CLIENT'S RESPONSIBILITY

5.1 CLIENT shall provide VRSD, without charge, any information available to CLIENT that is required in connection with services that are required of VRSD.

5.2 CLIENT 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 in this agreement.

5.3 Except as herein otherwise specified, CLIENT 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: 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 certificates of insurance to CLIENT in amounts not less than those specified below:

(a) Worker's Compensation and Employer's Liability in accordance with applicable laws.

(b) General & Automobile Liability with combined single limit of $1,000,000 for bodily injury, death or property damage.

6.2 VRSD may retain risks of accidental loss that occur with predictable frequency and will not have serious adverse effect on VRSD's fiscal position. VRSD may transfer risk to professional risk bearers through the purchase of insurance. 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 CLIENT 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 CLIENT.

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

ARTICLE 7: HOLD HARMLESS

7.1 Notwithstanding anything in this Agreement to the contrary and pursuant to California Government Code section 895.2, VRSD shall indemnify, defend, and hold CLIENT 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 CLIENT and damage to or destruction of property including, but not limited to, property of CLIENT; 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 in this Agreement to the contrary and pursuant to California Government Code section 895.2, CLIENT 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 CLIENT. In this regard, CLIENT 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 CLIENT'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: MODIFICATION & TERMS

No modification, alteration or variation of the terms and conditions 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: ENFORCEMENT OF CONTRACT

In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other party by reason of the alleged failure of the other party to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the Parties agree that each party shall be responsible for all of their own court costs, out of pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and attorney fees, regardless of the outcome or final judgment of such legal action.

ARTICLE 13: 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 CLIENT: Public Works Agency
Director of Water and Sanitation Department
800 South Victoria Avenue
Ventura, CA 93009-1600

To VRSD: Chris Theisen, General Manager
VENTURA REGIONAL SANITATION DISTRICT
4105 W. Gonzalez Road
Oxnard, CA 93036-2748

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 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 should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 16: FORCE MAJEURE

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

ARTICLE 17: DISPUTE RESOLUTION

If VRSD and CLIENT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, VRSD shall file a written claim with CLIENT. CLIENT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 18: AUTHORITY TO EXECUTE AGREEMENT

Both VRSD and CLIENT do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

ARTICLE 19: EXECUTION IN COUNTERPARTS

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

[Signature Page to Follow]

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

VENTURA REGIONAL
SANITATION DISTRICT

By_____
LAURA HERNANDEZ
Chairperson, Board of Directors

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for VRSD

ATTEST:

By_____
JULIET RODRIGUEZ
Clerk of the Board

VENTURA COUNTY
WATERWORKS DISTRICTS Nos. 1 and 16

By_____
Jeff Pratt, P.E.
Waterworks District Engineer

ATTEST: SEVET JOHNSON
Interim Clerk of the Ventura County Board of Supervisors
Acting *ex officio* as Clerk of the Districts Boards

By_____
Deputy Clerk of the Board

Exhibit “A”

County Of Ventura

Scope of Services

Wastewater Facilities at County Waterworks Districts.

a) VRSD shall provide operators and equipment for cleaning of sewer collection systems.
b) VRSD shall provide Close Circuit Television (CCTV) for County Waterworks Districts as requested. All inspections will be done using NASSCO approved methods and will be provided to the County on a viewable media.
c) VRSD will provide support for the North Coast CSA #29 as requested by County Staff.
d) VRSD shall also designate operators and other personnel as “standby” to respond to after-hours emergency calls.
e) VRSD shall furnish a monthly report to Ventura County reflecting the activities of VRSD under this agreement for the preceding month.

Other Services:

VRSD shall perform additional services requested in writing by Ventura County, provided the services are reasonably related to the purpose of this agreement and provided additional funds are authorized by Ventura County. 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 current rates.

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

• 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, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 22-005

AGREEMENT FOR WASTEWATER FACILITIES MAINTENANCE BY AND BETWEEN VENTURA COUNTY WATERWORKS DISTRICTS AND VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____ 2022 by and between Ventura County Waterworks Districts ***Nos. 1 and 16*** ("CLIENT") and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code §4700 et seq. ("VRSD"). Together, CLIENT and VRSD shall be referred to herein as Parties.

R E C I T A L S

A. CLIENT is the owner and operator of a wastewater facilities, which are referred to collectively herein as "FACILITIES and located in the Ventura County Area; and

B. CLIENT desires to enter into an agreement with VRSD for regular and emergency maintenance services for its Wastewater Facilities, as well as other related services, hereinafter collectively referred to as "Services", in order to achieve operational economies and efficiencies; 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 to the CLIENT and is willing to perform such services for the CLIENT.

NOW, THEREFORE, based upon the recitals above and valuable consideration, the mutual covenants, and promises set forth below, the Parties do hereby agree to abide by the following terms and conditions:

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

1.3 VRSD accepts the relationship of trust and confidence established between VRSD and CLIENT 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 federal, state and local regulations. VRSD shall provide the Services described in Article 2: Scope of Services within the limitations of an annual written Proposed Customer Budget total approved by both Parties prior to the beginning of each fiscal year.

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

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3.1 Effective Date

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CLIENT 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 CLIENT shall be effective 60 days after VRSD's receipt of written notice from CLIENT 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 CLIENT for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the effective date of the default.

(b) 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 CLIENT in any of CLIENT's obligations hereunder. For purposes of this Agreement, a material default shall be defined as CLIENT's failure to perform any of the obligations contained in ARTICLE 5. Such termination by VRSD shall be effective 60 days after CLIENT's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of CLIENT shall not relieve CLIENT from liability for such default. In case of termination of this Agreement by VRSD for material default of CLIENT, VRSD shall be entitled to amounts actually earned as of the effective date of the default.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

CLIENT shall pay to VRSD the entire cost to VRSD of performing the Services which is estimated at

$404,563 for FY22-23. CLIENT shall be billed only for costs incurred. CLIENT shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from CLIENT. For this Agreement, the entire cost to CLIENT shall include:

(a) For personnel services (for FY 2022-2023), the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit "B" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Article 4.6 each year, thereafter.

(b) For purchase of supplies, equipment, and services, the actual cost of the plus a fifteen percent (15%) markup.

(c) For provision of equipment and machinery (for FY 2022-2023), the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "B" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Article 4.6 each year, thereafter.

4.2 Compensation for Services. VRSD shall submit a monthly statement for its services accompanied with a letter of explanation. CLIENT shall reimburse VRSD for expenses within 30 days of the receipt of the statement.

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

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 CLIENT 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.

4.6 Rates shown in Exhibit B shall be adjusted annually for inflation, in line with VRSD's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either CLIENT or VRSD may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties.

ARTICLE 5: CLIENT'S RESPONSIBILITY

5.1 CLIENT shall provide VRSD, without charge, any information available to CLIENT that is required in connection with services that are required of VRSD.

5.2 CLIENT 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 in this agreement.

5.3 Except as herein otherwise specified, CLIENT 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: 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 certificates of insurance to CLIENT in amounts not less than those specified below:

(a) Worker's Compensation and Employer's Liability in accordance with applicable laws.

(b) General & Automobile Liability with combined single limit of $1,000,000 for bodily injury, death or property damage.

6.2 VRSD may retain risks of accidental loss that occur with predictable frequency and will not have serious adverse effect on VRSD's fiscal position. VRSD may transfer risk to professional risk bearers through the purchase of insurance. 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 CLIENT 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 CLIENT.

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

ARTICLE 7: HOLD HARMLESS

7.1 Notwithstanding anything in this Agreement to the contrary ***and pursuant to California Government Code section 895.2***, VRSD shall indemnify, defend, and hold CLIENT 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 CLIENT and damage to or destruction of property including, but not limited to, property of CLIENT; 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 in this Agreement to the contrary ***and pursuant to California Government Code section 895.2***, CLIENT 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 CLIENT. In this regard, CLIENT 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 CLIENT'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: MODIFICATION & TERMS

No modification, alteration or variation of the terms and conditions 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: ENFORCEMENT OF CONTRACT

In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other party by reason of the alleged failure of the other party to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the Parties agree that each party shall be responsible for all of their own court costs, out of pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and attorney fees, regardless of the outcome or final judgment of such legal action.

ARTICLE *13*: 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 CLIENT: Public Works Agency
Director of Water and Sanitation Department
800 South Victoria Avenue
Ventura, CA 93009-1600

To VRSD: Chris Theisen, General Manager
VENTURA REGIONAL SANITATION DISTRICT
4105 W. Gonzalez Road
Oxnard, CA 93036-2748

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 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 should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE ***16***: FORCE MAJEURE

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

ARTICLE ***17***: DISPUTE RESOLUTION

If VRSD and CLIENT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, VRSD shall file a written claim with CLIENT. CLIENT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE ***18***: AUTHORITY TO EXECUTE AGREEMENT

Both VRSD and CLIENT do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

ARTICLE ***19***: EXECUTION IN COUNTERPARTS

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

[Signature Page to Follow]

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

VENTURA REGIONAL
SANITATION DISTRICT

By_____
LAURA HERNANDEZ
Chairperson, Board of Directors

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for VRSD

ATTEST:

By_____
JULIET RODRIGUEZ
Clerk of the Board

VENTURA COUNTY
WATERWORKS DISTRICTS ***Nos. 1 and 16***

By_____
Jeff Pratt, P.E.
Waterworks District Engineer

ATTEST: SEVET JOHNSON
Interim Clerk of the Ventura County Board of Supervisors
Acting *ex officio* as Clerk of the Districts Boards

By_____
Deputy Clerk of the Board

Exhibit “A”

County Of Ventura

Scope of Services

Wastewater Facilities at County Waterworks Districts.

a) VRSD shall provide operators and equipment for cleaning of sewer collection systems.
b) VRSD shall provide Close Circuit Television (CCTV) for County Waterworks Districts as requested. All inspections will be done using NASSCO approved methods and will be provided to the County on a viewable media.
c) VRSD will provide support for the North Coast CSA #29 as requested by County Staff.
d) VRSD shall also designate operators and other personnel as “standby” to respond to after-hours emergency calls.
e) VRSD shall furnish a monthly report to Ventura County reflecting the activities of VRSD under this agreement for the preceding month.

Other Services:

VRSD shall perform additional services requested in writing by Ventura County, provided the services are reasonably related to the purpose of this agreement and provided additional funds are authorized by Ventura County. 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 current rates.

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