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 APPROVAL OF PROPOSED VRSD CONTRACT NO. 22-003 WITH THE CAMROSA WATER DISTRICT FOR WASTEWATER FACILITIES MAINTENANCE**

## RECOMMENDED ACTIONS

Approve, and Authorize the Board Chairperson to sign, VRSD Contract No. 22-003 with the Camrosa Water District for Wastewater Facilities Maintenance.

## FISCAL IMPACT

The anticipated annual revenues from this contract (which are currently estimated at $250,000for FY 2022-23) will cover all costs reasonably related to the provision of these essential public services. Labor rates, equipment rates, supplies, equipment, and services include standard VRSD overhead costs. These revenues and expenses will be included in the proposed FY2022-23 budget.

## BACKGROUND/ANALYSIS

In early 2021, there were strong indications that the City of Oxnard would end its decades-long cooperative relationship with VRSD and cease to dispose of the City's municipal solid waste at the Toland Road Landfill. This potentiality jeopardized the VRSD Board's strategy of addressing insufficient cash flow in the District by obtaining additional daily solid waste revenue at the Toland Road Landfill. Given this potentiality, VRSD staff began to consider and plan for a future without revenue from disposal of solid waste from the City of Oxnard.

Given this fiscal context, the VRSD Board decided to change the methodology used for the allocation of overhead costs between the Solid Waste and Water/Wastewater Divisions such that each division would be wholly responsible for recovering its own costs through revenues provided by rates.

On March 11, 2021, the VRSD Board approved an increase in hourly rates for VRSD's Water/Wastewater services for the fiscal year beginning in July 1, 2021 with Solid Waste and Water/Wastewater divisional cost recovery as a major tenet. It was noted that the approval of higher costs to the Water/Wastewater Division could set off a series of water/wastewater customer losses causing additional rate increases that would result in a downward spiral of Water/Wastewater Division unsustainability.

But since March of 2021, VRSD staff has diligently and persistently evaluated the organization to find and build a reorganized structure which would enable Water/Wastewater to recover its costs and retain as many customers as possible. All the while, VRSD staff has been frank in communicating with the various water/wastewater client agencies' staff about this fiscal reality in an attempt to forge mutually beneficial solutions.

With the goal of ensuring the continued viability of the Water/Wastewater Division, VRSD staff calculated a rate and revenue scenario that could achieve this goal of continued provision of water/wastewater services. District staff then began contacting clients to determine their appetite for this new, higher rate and revenue scenario and ultimately sent a written survey.

The information that was provided indicated a need for restatements/modifications of contract term, contract termination, and contract revenue provisions, so that VRSD could ascertain the feasibility of continuing to provide water/wastewater services in the future. Existing clients were requested to respond to this letter by December 2, 2021. The Water/Wastewater survey results came back less than unanimously affirmative (five positive responses out of thirteen). This meant that VRSD would need to notify all clients that it would cease offering and providing Water/Wastewater services.

However, based on overwhelmingly positive feedback from those five clients who responded favorably that they would like VRSD to continue offering water/wastewater services, VRSD staff decided to make one last attempt to continue water/wastewater services by calculating another rate structure based on new expected revenues and associated costs.

A new cost estimate based on six clients remaining with VRSD after July, 1, 2022 was prepared and a new survey was forwarded to those clients still interested, which were

- City of Santa Paula
- County of Ventura, Public Works Agency, Water Wastewater Department
- Camrosa Water District
- Saticoy Sanitary District
- City of Thousand Oaks
- Malibu Bay Club[1]

VRSD provided these new cost estimates to these five[1] public agency clients and requested affirmation that they still wished to proceed with VRSD service at the level of cost indicated by the even higher rates. Ultimately, each of the five clients affirmed they were still interested in committing to VRSD Water/Wastewater services given the new rates, dated December 9, 2021. VRSD has since been in the process of working with

[1] Malibu Bay Club did not receive a survey at that time since their wastewater treatment system funding is covered by a Proposition 218 process

these agencies to prepare the contractual documents necessary to effect the changes for discussion and approval by the respective governing bodies.

Since then, two additional clients have also approved similar contracts with VRSD, which were:

- The Triunfo Water and Sanitation District; and
- The Top O'Topanga Community Association

**PROPOSAL**

Proposed VRSD Contract No. 22-003 is another example of District staff's continuing effort to maintain the Water/Wastewater Division. Should your Board approve this contract, it will be scheduled to be presented for approval to the Board of the Camrosa Water District on June 23, 2022.

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. 22-003

**VENTURA REGIONAL SANITATION DISTRICT**
**CONTRACT NO. 22-003**

# AGREEMENT FOR WASTEWATER FACILITIES MAINTENANCE BY AND BETWEEN CAMROSA WATER DISTRICT AND VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____ 2022 by and between CAMROSA WATER DISTRICT, a municipal water district formed pursuant to California Water Code §71000 et seq., hereinafter ("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 collection system, treatment plant, and effluent storage pond, effluent distribution pipe, and the Camarillo Sanitary District diversion structure, which are referred to collectively herein as "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. Nothing in this Agreement shall prohibit or otherwise prevent CLIENT from performing various routine maintenance or emergency services outlined in this Agreement with CLIENT's personnel or other contract service providers.

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

This scope of services provides the range of services covered by this Agreement; the range of services in any given year during the Term of this Agreement will be dependent on written requests made by CLIENT in consultation with VRSD. Specific terms and conditions of the Scope of Services are set forth in Exhibit A, which is incorporated herein by reference.

## 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 provided. CLIENT shall be billed only for costs incurred. 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 Commercial General Liability and Automobile Liability Insurance. VRSD shall provide and maintain the following commercial general liability and automobile liability:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
3. Insurance Service Office (ISO) Excess Liability, but only to the extent set forth in VRSD's coverage limits for this potential liability.

Limits. The Contractor shall maintain limits no less than the following:

1. General Liability - Two million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage
2. Automobile Liability – Combined single limit one million dollars ($1,000,000) for bodily injury and property damage each accident limit.

3. Excess Liability - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-insurance shall be called upon to protect it as a named insured.

6.2 Required Provisions. The general liability, auto liability and excess liability policies are to contain, or be endorsed to contain, the following provisions:

1. Camrosa Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13, specifically naming all of the District parties required in this agreement, or using language that states "as required by contract". All subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
2. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and Camrosa Water District insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Camrosa Water District.
6. Such liability insurance shall indemnify the Contractor and his/her subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
9. All of the insurance shall be provided on policy forms and through companies satisfactory to Camrosa Water District.

6.3 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Camrosa Water District. At the option of Camrosa Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

6.4 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A- or equivalent or as otherwise approved by Camrosa Water District.

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

6.6 Evidences of Insurance. Prior to execution of the agreement, the Contractor shall file with Camrosa Water District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-8 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

The Contractor shall, upon demand of Camrosa Water District, deliver to Camrosa Water District such policy or policies of insurance and the receipts for payment of premiums thereon.

6.7 Continuation of Coverage. If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

6.8 Subcontractors. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each contractor or subcontractor meets the minimum insurance requirements specified above, and Contractor shall ensure that Camrosa Water District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

6.9 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 or California Government Code §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 or California Government Code §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: ATTORNEY FEES

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

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: Tony Stafford, General Manager
CAMROSA WATER DISTRICT
7385 Santa Rosa Road
Camarillo, CA 93012

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

CAMROSA WATER DISTRICT

By_____
TONY STAFFORD
General Manager

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

Exhibit "A"

CAMROSA WATER DISTRICT
Scope of Services

The following constitutes the scope of services to be supplied by the DISTRICT to the CLIENT pursuant to the terms and conditions of their Agreement (Article 2) for wastewater facilities maintenance.

Water & Wastewater Facilities

1. Source Control

   a. For purposes of this section, "Source Control" shall mean strategies and programs to prevent the discharge of harmful substances, typically at the point or source of waste generation, into wastewater collection systems.
   b. At least once a year during the term of this Agreement, VRSD will visit the premises of those CLIENT sewer customers under the Fats, Oils, and Grease (FOG) program to conduct FOG inspections.
   c. VRSD will provide additional source control work as requested in writing by CLIENT.

2. Sewer Collection System

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

3. National Pollutant Discharge Elimination System (NPDES) Sampling and Analysis. VRSD will perform NPDES-permit related sampling analysis and reporting on the FACILITIES to CLIENT as requested, and as related to any sewer spills or Sanitary Sewer Overflows.

4. Other Services. VRSD will perform other services related to the CLIENT's FACILITIES as requested and deemed necessary by CLIENT, in consultation with VRSD.

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

6. Ordinance/Policy Review. VRSD will provide administrative support to CLIENT for updating CLIENT's industrial waste and sanitary service ordinance, sanitary system management plan, and other wastewater policies as requested in writing by CLIENT.

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 | | | | |

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