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**Mission Statement**

The Ventura Regional Sanitation District is a non-tax-supported public agency providing sanitation services. We offer the highest quality service at the lowest possible cost for our customers, and we will provide solutions by involving our staff, our customers, and our community.

**NOTICE OF MEETING**

**NOTICE IS HEREBY GIVEN** that the Ventura Regional Sanitation District Board of Directors will hold a **REGULAR MEETING** on **Thursday, May 4, 2023, at 8:30 a.m.**, at the Ventura Regional Sanitation District office, 4105 W. Gonzalez Road, Oxnard, California. The business to be transacted is as follows:

**ERRATA / AMENDED  
AGENDA**

The Board agenda is posted at least 72 hours preceding the Board meeting, and contains all items on which Board action will be allowed pursuant to Government Code Section 54954.2. Action will be taken on unanticipated items only when an emergency (as defined in Government Code Section 54956.5) exists or as otherwise allowed under Government Code Section 54954.2(b). In compliance with the Americans with Disabilities Act, if you need special accommodation/assistance to participate in a District event, please call the California Relay Service TDD line at (800) 735-2929 or the Clerk of the Board at (805) 658-4642 at least 48 hours prior. Notification prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to participate. Copies of individual reports may be requested from the Clerk of the Board or viewed on the District's website, at [www.vrsd.com](http://www.vrsd.com).

1. Call Meeting to Order, Roll Call
2. Pledge of Allegiance
3. Agenda Review (General Manager/Board of Directors)  
Consider and approve, by majority vote, minor revisions to the Board agenda items or related attachments and any item added to, removed from, or continued from the Board agenda.
4. Public Comment (Items not on the agenda – 5 minute limit)  
Opportunity for members of the public to briefly address the Board on items NOT on the agenda. In accordance with Government Code Section 54953(a). Persons wishing to comment on agenda items should complete a speaker card and submit it (preferably before the meeting) to the Clerk. The Chairman will then recognize them at the appropriate time. Once recognized, persons should step to the podium, clearly state their name and address for the record, and address the item being considered in as brief, clear, and concise a manner as possible.

**PRESENTATION** (Item 5 only)

5. Receive and File PFM Asset Management, LLC – 1<sup>st</sup> Quarter Review of VRSD Investment Portfolio

**CONSENT AGENDA** (Item 6 only) Matters listed under Consent Agenda are considered to be routine, non-controversial, and are normally approved by one motion without discussion. If discussion is requested by a member of the Board on any Consent Agenda item, or if a member of the public wishes to comment on an item, that item may be removed from the Consent Agenda for separate action.

6. Approval of Minutes: April 6, 2023 Regular Meeting

**REGULAR AGENDA** (Items 7 through 9)

7. Approve, and Authorize the Board Chair to Sign, Amendment No. 1 to Contract No. 22-018 with Dragomir Design-Build, Inc. in an Amount not to Exceed \$69,390

Approve, and authorize Board Chair to sign, Amendment No. 1 to Contract No. 22-018 with Dragomir Design-Build, Inc. to add more investigative work needed for the Design and Construction Quality Assurance for Toland Road Landfill Phase 4C cell construction and increase the contract amount by \$69,390, for a total compensation amount not to exceed \$626,690.

8. Consideration and Approval of an Agreement with the City of Santa Paula for a Chloride Source Identification Study to Support the City's Compliance with LARWQCB Cease & Desist Order Requirements on the Water Recycling Facility  
***ERRATA Board Letter & Attachment 1, Exhibit E Proposed Agreement***

Approve, and Authorize the Board Chairperson to sign, an agreement with the City of Santa Paula for a chloride source identification study ("CSIS") to support the City's compliance with the Los Angeles Regional Water Quality Control Board's ("LARWQCB") Cease & Desist Order ("CDO") on the City's Water Recycling Facility ("WRF") in an amount estimated at \$40,953.

9. Approve Collection of Onsite Wastewater Treatment System Sewer Service Charges Regarding Malibu Bay Club Parcel Owners on County of Ventura Tax Rolls for Fiscal Year 2023-24.

- A. Accept the VRSD report listing parcels at the Malibu Bay Club to be placed on the County tax rolls for collection of related sewer service charges in FY 2023-24 (Attachment 1);
- B. Set 8:30 a.m. on June 1, 2023, as the time and means for a public hearing to be held on the VRSD report listing parcels at the Malibu Bay Club to be placed on the County property tax rolls for collection of related sewer service charges in FY 2023-24;
- C. Approve and Adopt Proposed Resolution 23-01 to have Malibu Bay Club onsite wastewater treatment system sewer service charges for FY 2023-24 placed on the County of Ventura tax rolls (Attachment 2) for collection following the June 1, 2023 hearing;
- D. Direct VRSD staff to publish the notice (Attachment 3) of the June 1, 2023 hearing in accordance with Government Code section 6066.

10. Approve Resolution No.s 23-02 and 23-03 and Authorize Execution of Pledge of Revenue Agreements with CALRecycle Addressing Financial Assurance for Postclosure Maintenance and Corrective Action of the Closed Bailard and Coastal Landfills **ERRATA Board Letter**
- A. Approve Resolution No. 23-02 Financial Assurance for Postclosure Maintenance and Corrective Action of the Bailard Landfill
  - B. Approve Resolution No. 23-03 Financial Assurance for Postclosure Maintenance and Corrective Action of the Coastal Landfill
  - C. Authorize the District General Manager to Execute Pledge of Revenues Agreement for Bailard Landfill
  - D. Authorize the District General Manager to Execute Pledge of Revenue Agreement for Coastal Landfill

**INFORMATION ITEMS** (Items 11 through 13)

It is recommended that the Board receive and file the following:

- 11. Disbursement Report: March 2023
- 12. Investment Report: March 2023
- 13. Future Meetings, Seminars and Conferences
  - ♦ May 18, 2023, 8:30 a.m. – Regular Board Meeting, District Office
  - ♦ May 18, 2023, 10:30 a.m. – VCREA Meeting, Ventura, CA
  - ♦ June 1, 2023, 8:30 a.m. – Regular Board Meeting, District Office
  - ♦ June 6, 2023, 8:30 a.m. – P&F Committee Meeting, District Office
  - ♦ June 15, 2023, 8:30 a.m. – Regular Board Meeting, District Office

**ORAL REPORTS** (Items 14 through 17)

It is recommended that the Board receive and file the following:

- 14. Regulatory Compliance Report (none)
- 15. Committee Reports (none)
- 16. Board Member Comments and Future Agenda Items

Opportunity for Board members to briefly comment on matters they deem appropriate to the business of VRSD. A Board member may ask a question of staff for clarification, make a brief announcement, or make a brief report on his or her own activities related to the VRSD. A Board member may also provide a reference to staff or other resources for factual information, or request staff to report back to the Board at a subsequent meeting concerning a matter related to the VRSD business. The Board may also direct staff to place a matter of business on a future VRSD Board agenda.
- 17. General Manager Comments

Brief announcements and report on General Manager and VRSD workforce activities.

**ADJOURNMENT:** Adjourn to Regular Meeting to be held May 18, 2023, 8:30 a.m. at the Ventura Regional Sanitation District office.

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May 4, 2022

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH THE CITY OF SANTA PAULA FOR A CHLORIDE SOURCE IDENTIFICATION STUDY TO SUPPORT THE CITY'S COMPLIANCE WITH LARWQCB CEASE & DESIST ORDER REQUIREMENTS ON THE WATER RECYCLING FACILITY *ERRATA Board Letter & Attachment 1, Exhibit E Proposed Agreement***

### **RECOMMENDED ACTIONS**

Approve, and Authorize the Board Chairperson to sign, an agreement with the City of Santa Paula ("City") for a chloride source identification study ("CSIS") to support the City's compliance with the Los Angeles Regional Water Quality Control Board's ("LARWQCB") Cease & Desist Order ("CDO") on the City's Water Recycling Facility ("WRF") in an amount estimated at \$40,953.

### **FISCAL IMPACT**

The anticipated revenues from this agreement would be \$40,495.

### **BACKGROUND/ANALYSIS**

City Public Works staff plans to present a Wastewater System Chloride Study Update to the City Council under Item No. 12.B of the agenda for the May 2, 2023 City Council meeting (See Attachment No. 1).

As part of the update study to the City Council, City staff is proposing to utilize VRSD staff to help perform a CSIS so that the City and LARWQCB may fully understand the origin and magnitude of chloride in the WRF effluent for purposes of CDO compliance. The proposed agreement by and between the City and VRSD is listed as Exhibit E to Agenda Item No. 12.B. This agreement is on the agenda for approval by the City Council at their meeting of May 2, 2023.

Given the City's commitment to VRSD as its WRF operator, VRSD staff recommends that the VRSD Board approve this agreement so that VRSD staff can assist the City in their ongoing analysis and solution to their Chloride System project.

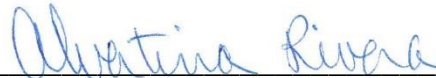
This letter and attachments have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4600 or 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: 1. Agenda Item 12.B of the City of Santa Paula City Council Agenda (Including Exhibit E, Agreement with VRSD)

## ERRATA: Attachment 1, Exhibit E

### CITY OF SANTA PAULA PROFESSIONAL SERVICES AGREEMENT (VRSD Chloride Source Study)

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 3<sup>rd</sup> day of May, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in managing the installation of flow meters in the wastewater collection system, collecting and analyzing flow data, collecting water quality samples, and directing laboratory analysis services to public clients, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional services for the Wastewater Collection System Chloride Source Study Update project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May 3, 2023 to June 30, 2024, unless earlier terminated as provided herein ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term ("Renewal Term", together with the Initial Term, "Term") with compensation to be determined by mutual agreement of Parties prior to commencement of additional one-year term, if any. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines as mutually agreed to by the Parties. The Parties may, by mutual, written consent, extend the Term of this Agreement if necessary to complete the Services.

### **3.2 Compensation.**

3.2.1 Compensation. The total compensation to Consultant shall not exceed Forty Thousand Nine Hundred Fifty-Three Dollars and no cents (\$40,953), plus a ten percent (10%) contingency of \$4,095.30, without written approval of the City Council or City Manager, as applicable.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City and included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City and Consultant to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.3 Responsibilities of Consultant.**

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to complete the Services within the Term of this Agreement.



3.3.3 Conformance to Applicable Requirements. All work completed by Consultant pursuant to this Agreement shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Richard Jones, Director of Operations.

3.3.5 City's Representative. The City hereby designates Clete Saunier, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Richard Jones, Director of Operations, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant in the performance of Services and shall be available to Consultant's staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any

employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the

employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Ventura County Air Pollution Control District (VCAPCD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by VCAPCD, CARB, or any other governmental or regulatory agency for violations of applicable air quality laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the

subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10

10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy

shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations

to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause, which shall be defined for this purpose as the breach of any duty, promise, or obligation that the City owes to Consultant as set forth in this Agreement. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.6 Indemnification.**

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees



and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### 3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Ventura Regional Sanitation District  
4105 West Gonzales Road, Oxnard, , CA 93036ATTN:  
Richard Jones, Director of Operations

City: City of Santa Paula  
970 Ventura Street  
Santa Paula, CA 93060  
ATTN: Clete Saunier, Public Works Director

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

#### 3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. **Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services.** For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SANTA PAULA AND  
Ventura Regional Sanitation District**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**CITY OF SANTA PAULA**

*Approved By:*

\_\_\_\_\_  
Dan Singer  
City Manager

*Approved as to Form:*

\_\_\_\_\_  
Monica Castillo  
Interim City Attorney

*Attested By:*

\_\_\_\_\_  
Julie Latshaw,  
City Clerk

**VENTURA REGIONAL SANITATION  
DISTRICT**

By: \_\_\_\_\_  
KEVIN KILDEE  
Chairman of the Board

ATTEST

By \_\_\_\_\_  
JULIET RODRIGUEZ  
Clerk of the Board

APPROVED AS TO FORM  
ARNOLD LaROCHELLE  
MATHEWS, VANCONAS & ZIRBEL, LLP

By \_\_\_\_\_  
ROBERT N. KWONG  
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By \_\_\_\_\_  
CHRIS THEISEN  
General Manager

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



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

# FY23 PROPOSED CUSTOMER BUDGET <sup>126</sup>

Project Number	Account	Quantity	Cost/Price	Extension	
<b>888007 City of Santa Paula - Collections - Chloride Data Collection</b>					
51010	Wages - Regular				
	Account Total---		\$11,956		
	51010	W/WW Ops Superintendent	4	\$161.00	\$644
	51010	Elec & Inst Control Supervisor	4	\$164.00	\$656
	51010	W/WW Treatment Operator II	36	\$154.00	\$5,544
	51010	W/WW Worker	36	\$142.00	\$5,112
52080	Other Professional Services				
	Account Total---		\$26,962		
	52080	Gold Coast Environmental Equipment	1	\$26,961.75	\$26,962
52155	Lab Services and Supplies				
	Account Total---		\$1,150		
	52155	FGL Labs for testing	1	\$1,150.00	\$1,150
52185	Operating Supplies				
	Account Total---		\$575		
	52185		1	\$575.00	\$575
60598	Fund Transfer Out-FLEET				
	Account Total---		\$310		
	60598	Milage	200	\$1.55	\$310
	Project 888007 Total---		<u>\$40,953</u>		
	Total for this report---		<u><u>\$40,953</u></u>		

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

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





# Gold Coast Environmental



SPECIALIZING IN PROCESS INSTRUMENTATION AND CALIBRATION

## City of Santa Paula - Sewer Flow Study

**PROJECT LOCATION:** 8 Separate Manholes throughout Santa Paula

**SCOPE OF WORK:**

Gold Coast Environmental will instrument 8 manholes for a period of 7 days additional days TBD if required. GCE will install ISCO 2150 Area Velocity Meter and Transducers into the influent side of the sewer lines. The line sizes will vary, Confined Space Entry will be performed where the line sizes are over 15" to install and extract the flow meter.

GCE will install, verify and start-up the flow monitoring equipment.

GCE will log flow data for 7 consecutive days as needed. Additional days TBD

GCE will be responsible for removal of all equipment.

A complete report will be developed from collected data and presented as follows:

Identify the location of flow site with dates and time. Line type and diameter.

Recording the average, maximum, and minimum flow rates with 5 minute readings. Daily Total Flow of each manhole.

Graph & tabular data will be developed with daily and weekly totals

Data to be converted to PDF format.

Three flash drives with the compiled data and reports will be provided and delivered upon completion, generally provided within 5 days of meter extraction.

**Samplers:**

GCE will furnish seven Isco 6712 portable samplers w/ new suction line, and new pump tubing, 2.5 gallon glass sampler bottles w/ lids, rechargeable batteries, strainers and manhole hanging device. GCE is not responsible for collecting daily samples.

**Costs:**

Flow Study: .....	\$20,680.00
Samplers: (7) \$395.00 a week per sampler .....	\$2,765.00

Encroachment Permit: ..... n/a

Traffic Permit: ..... n/a

**Total Cost for Flow Study:** ..... **\$23,445.00**

*(If traffic control and plans are required additional fees will be added)*

**NOTES:**

Any changes or deviations of this contract must be presented in writing and approved by both parties.

For accurate flow data it is highly recommended that the lines at this site be jetted

**TERMS AND CONDITIONS:**

1. Gold Coast Environmental shall not be held responsible for mishaps such as rags and/or debris collecting on sensors, equipment failure, or acts of God that either compromises all or part of data collection.
2. Payment due net 30 days of invoice.
3. Any changes to the above flow study times and duration will cause a change to the price of this project.
4. This project will not take place unless a signed contract and purchase order have been received.

**PURCHASE ORDER NUMBER:** \_\_\_\_\_

**DATE:** 3-27-2023

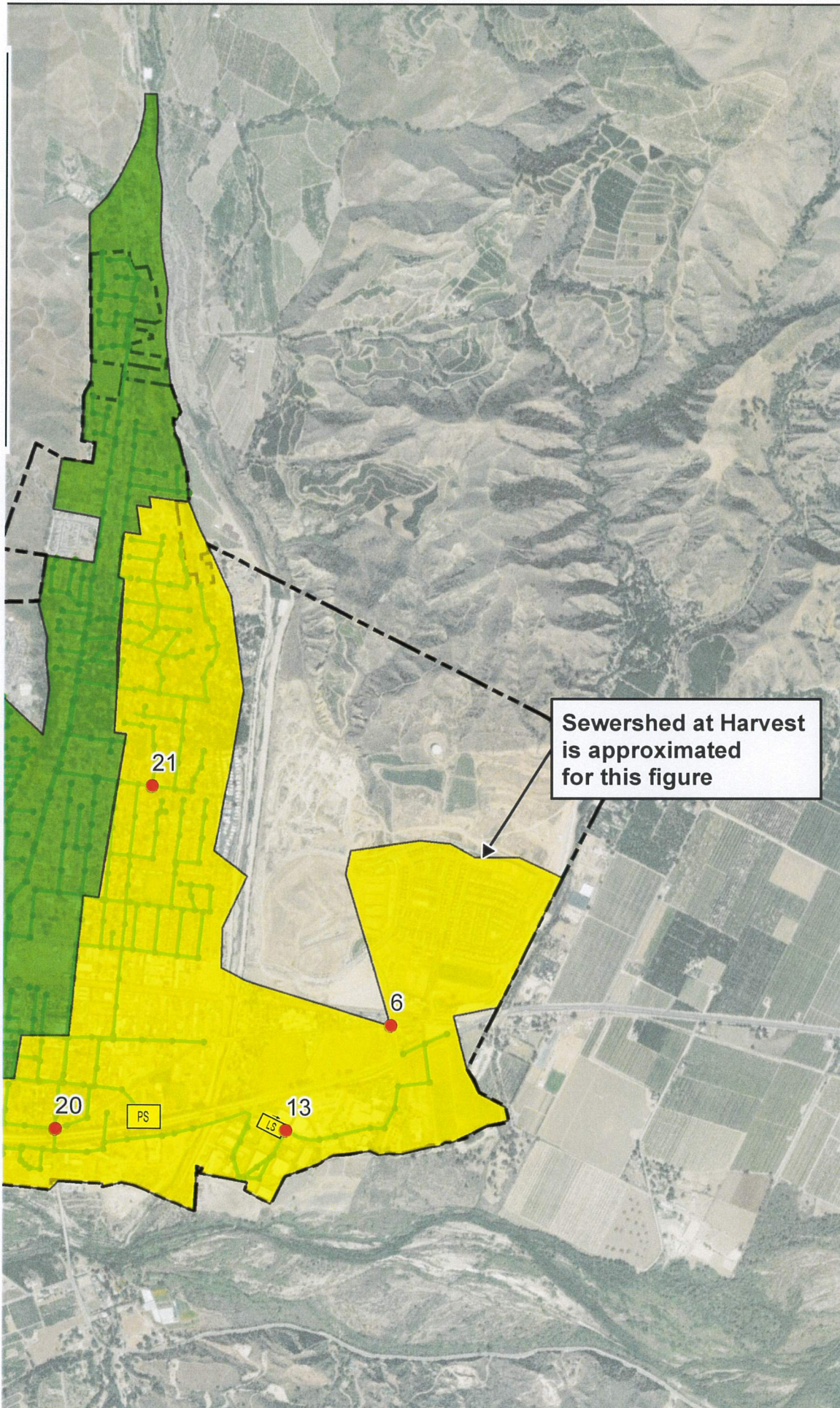
**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
City of Santa Paula

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Gold Coast Environmental, Inc.

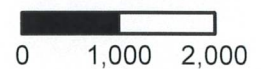


City of Santa Paula  
Wastewater System  
Chloride Source  
Evaluation

Figure 2:  
Wastewater  
Sample Locations



1 inch = 2,000 feet



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May 4, 2023

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**APPROVE RESOLUTION NOS. 23-01 AND 23-02 AND AUTHORIZE EXECUTION OF PLEDGE OF REVENUE AGREEMENTS WITH CALRECYCLE ADDRESSING FINANCIAL ASSURANCE FOR POSTCLOSURE MAINTENANCE AND CORRECTIVE ACTION OF THE CLOSED BAILARD AND COASTAL LANDFILLS *ERRATA Board Letter***

**RECOMMENDATIONS**

- A. Approve Resolution No. 23-01 Financial Assurance for Postclosure Maintenance and Corrective Action of the Bailard Landfill
- B. Approve Resolution No. 23-02 Financial Assurance for Postclosure Maintenance and Corrective Action of the Coastal Landfill
- C. Authorize the District General Manager to Execute Pledge of Revenues Agreement for Bailard Landfill
- D. Authorize the District General Manager to Execute Pledge of Revenue Agreement for Coastal Landfill

**FISCAL IMPACT**

Switching from the use of trust funds to pledges of revenue for postclosure financial assurance at the closed Bailard and Coastal Landfills will provide the District with greater fiscal flexibility to finance the final build-out of the Toland Road Landfill.

**BACKGROUND/ANALYSIS**

California Public Resources Code section 43501 and Title 40 Code of Federal Regulations section 258.73 requires landfill operators/owners to demonstrate financial assurance for the closure and postclosure maintenance and corrective actions, if any.

The acceptable mechanisms or means set by CalRecycle to meet the financial assurance requirement are identified Title 27 of California Code of Regulations (Regulations), Division 2, Subdivision 1, Chapter 6, include:

1. a Trust Fund;
2. an Enterprise Fund;
3. Government Securities;
4. a Letter of Credit;
5. a Surety Bond;
6. an Insurance Policy;
7. a Financial Means Test;
8. a Corporate Guarantee;
9. a Pledge of Revenue;
10. a Local Government Financial Test;
11. a Local Government Guarantee; or
12. a Federal Certification.

The District has elected to meet its obligation for each of the two subject landfills (Bailard and Coastal) by setting aside necessary monies in separate trust funds.

District staff reached out to CalRecycle as a part of its review of postclosure financial assurance obligations at its closed and active landfills and learned that the vast majority of public agencies use the Pledge of Revenues option to meet their financial assurance obligations. District staff also learned that the use of the Pledge of Revenue approach to postclosure financial assurance frees up money. Given the District's cashflow need over the next couple of years for build-out of the final phase of the Toland Road Landfill and after the evaluation of the costs associated with financing the build-out of the final phase of Toland Road Landfill, District staff determined that it is fiscally better for the District to internally finance the final phase build-out project at Toland Road by utilizing the monies freed up by the use of the Pledge of Revenues instead of Trust Funds for both the Bailard and Coastal Landfills. Doing so could free up at least \$10 million in District finances that can be strategically used to fund the final phase of the Toland Road Landfill.

Further evaluation is necessary to determine the benefits of electing the Pledge of Revenues option for Toland Landfill. If it is determined to be beneficial to the District, a similar resolution and agreement will be presented to the Board for their consideration in the future.

The resolutions and agreements attached are required to utilize the Pledge of Revenues to meet the District's financial assurance obligations for Bailard and Coastal Landfills. These resolutions and agreements have received the necessary approval by CalRecycle team, which includes their legal counsel.

This letter and attachments have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me at (805) 658-4646 or via email at TinaRivera@vrsd.com.

*Alvertina Rivera*

ALVERTINA RIVERA, DIRECTOR OF FINANCE

APPROVED FOR AGENDA:



Chris Theisen, General Manager

- Attachments:
1. Resolution No. 23-01 - Bailard
  2. Resolution No. 23-02 - Coastal
  3. Pledge of Revenues Agreement – Bailard
  4. Pledge of Revenues Agreement - Coastal