



June 29, 2023

Board of Directors
Ventura Regional Sanitation District
Oxnard, California

CONSIDER AND APPROVE AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004 AND AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005 WITH THE CITY OF SANTA PAULA FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE, AND WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE, RESPECTIVELY

RECOMMENDED ACTIONS

- A. Approve, and Authorize the Board Chairperson to sign, Amendment No. 2 to VRSD Contract No. 21-004 with the City of Santa Paula for Wastewater Facility Operation, Management & Maintenance in an amount not to exceed \$1,256,217 for FY 2022-23 and \$1,295,379 for FY 2023-24; and
- B. Approve, and Authorize the Board Chairperson to sign, Amendment No. 3 to VRSD Contract No. 19-005 with the City of Santa Paula for Wastewater Collection System and Stormwater Sewer System Maintenance in an amount not to exceed \$767,021 for FY 2022-23 and \$740,066 for FY 2023-24.
- C. Direct staff to adjust the FY 2023-24 and FY 2024-25 Budget to reflect the new level of service.

FISCAL IMPACT

The anticipated annual revenues from these contracts is expected to 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. The revenues and expenses in the FY2023-24 and FY2024-2025 budgets will require adjustment to reflect the reduction of a part-time Management Analyst position.

BACKGROUND

City of Santa Paula's Wastewater Collection System and Storm Drain System (WCS)

The City of Santa Paula ("City") owns a wastewater collection system of approximately five square miles, delivered by gravity flow to the City's Water Recycling Facility (WRF) for treatment and disposal. The wastewater collection system consists of approximately

60 miles of collection lines, with pipeline diameters from 6 to 24 inches, 0.5 miles of force mains, 1,190 manholes and two lift stations. The City also owns an extensive system of curb gutters, storm drains, and catch basins as part of its storm drain system.

On March 7, 2019, your Board approved VRSD Contract No. 19-005 with the City for VRSD to operate and maintain the City's wastewater collection and storm drain systems.

On November 17, 2020, your Board approved Amendment No. 1 to Contract No. 19-005 which aligned the annual contract term with the fiscal year calendar and extended the agreement end date from March 31, 2023, to June 30, 2023.

On May 5, 2022, your Board approved Amendment No. 2 to Contract No. 19-005 which defined the contract amount for FY 2022-23 as \$575,821 and extended the agreement end date to June 30, 2027.

City Water Recycling Facility (WRF)

The City is the owner of a water recycling facility (WRF) situated on a 50-acre parcel located at 920 Corporation Street adjacent to the Santa Clara River. The WRF is designed to treat wastewater flows up to 4.2 million gallons per day (MGD) with a peak operating capacity of 7.0 MGD.

On April 15, 2021, your Board approved VRSD Contract No. 21-004 with the City for the Operation, Management and Maintenance of the WRF.

On May 5, 2022, your Board approved Amendment No. 1 to Contract No. 21-004 which defined the contract amount for FY 2022-23 as \$1,171,920 and extended the agreement end date to June 30, 2027.

ANALYSIS

City's Wastewater Collection System and Storm Drain System (WCS)

During the current fiscal year, VRSD provided various additional services to the City with regard to its which were not covered in the compensation amount or work statement approved by the City in the contract.

In addition, there is an increased anticipated need in the next fiscal year for VRSD services for the wastewater collection and storm drain systems.

Given these operational realities, the City has proposed increasing the total compensation amount in the contract, as indicated in the proposed Amendment No. 3 to Contract No. 19-005

Specifically, proposed Amendment No. 3 to VRSD Contract No. 19-005 (See Attachment No. 1, Exhibit A from the City's June 21, 2023 staff report) would increase the not-to-exceed amount for FY 2022-23 from \$575,821 to \$767,021 and increase the not-to-exceed amount for FY 2023-24 to \$740,066.

City's Water Recycling Facility (WRF)

During the current fiscal year, VRSD provided materials, equipment, supplies, and outside contract services to the City for the operation and maintenance of the WRF which were not included or specified in Contract No. 21-004. These extra services included, but are not limited to, ongoing forklift rentals, tank diving services, and purchase of equipment and services on emergency bases. This resulted in an additional \$84,297 in VRSD expenditures for the WRF above the contract amount for FY 2022-23.

Therefore, similar to the operational realities involving the wastewater collection and stormwater systems, the City has proposed increasing the total compensatory amount in the contract, as indicated in the proposed Amendment No. 2 to Contract No. 21-004. Specifically, proposed Amendment No. 2 (See Attachment No. 2, Exhibit B from the City's June 21, 2023 staff report) would increase the not-to-exceed amount for FY 2022-23 from \$1,171,920 to \$1,256,217 to include funds for additional materials, supplies, and outside services (an additional \$84,297 for FY 2023-24), and increase the not-to-exceed amount for FY 2023-24 to \$1,295,379, including projected costs to provide additional materials, supplies, and outside services.

PROPOSAL

Proposed Amendment No. 2 to VRSD Contract No. 21-004 and proposed Amendment No. 3 to VRSD Contract No. 19-005, if approved by your Board, will allow VRSD to continue to provide sanitary sewer system services to the City of Santa Paula for their wastewater treatment facility and their wastewater collection & stormwater system.

Both contract amendments were approved by the City of Santa Paula at its meeting of June 21, 2023.

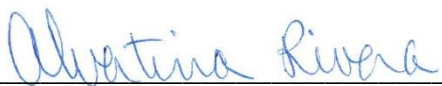
Staff recommends that the Board approve both amendments.


This letter and the associated contract amendments 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. Exhibit A from City's staff Report – Amendment No. 2 to Contract No. 21-004, including Contract No. 21-004
2. Exhibit B from City's staff Report -- Amendment No. 3 to Contract No. 19-005, including Contract No. 19-005

EXHIBIT A

Amendment No. 2 to VRSD Contract No. 21-004

AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004

**AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

This AMENDMENT NO. 2 (“AMENDMENT NO. 2”) to that certain AGREEMENT FOR WASTEWATER FACILITY OPERATION, MANAGEMENT & MAINTENANCE BETWEEN CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated April 15, 2021 (“ORIGINAL AGREEMENT”), is made and entered into this ____ day of June 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, (“VRSD”) and the CITY OF SANTA PAULA, a California general law city and municipal corporation (“CITY”) (each a “Party”; and together, the “Parties”).

RECITALS

- A. On April 15, 2021, VRSD and CITY entered into the ORIGINAL AGREEMENT (VRSD Contract No. 21-004), wherein DISTRICT agreed to manage, operate, and maintain the CITY’s Water Recycling Facility (“WRF”), a Publicly-Owned Treatment Works (“POTW”), located at 920 Corporation Street, Santa Paula, CA which discharges tertiary-treated wastewater to groundwater through three percolation bonds adjacent to the WRF.
- B. On May 18, 2022, VRSD AND CITY entered into AMENDMENT NO. 1 to the ORIGINAL AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2026, increased the contract amount for FY 2022-2023 to \$1,171,920, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment in line with the Fiscal Year not to exceed five percent (5%), required rebates to customers under certain conditions, and revised the grounds and conditions for termination.
- C. As used hereafter, the term “AGREEMENT” shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1.
- D. CITY and VRSD have determined that it is necessary to amend the AGREEMENT to help VRSD to continue offering cost-effective, essential, public services to public agency wastewater clients, including CITY.
- E. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 2 to extend the Term to June 30, 2027, increase VRSD compensation for Fiscal Years 2022-2023 and 2023-2024, update VRSD rates, and add to the list of Services.

F. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, based upon valuable consideration below and the Recitals above, it is mutually agreed by and between the Parties, in accordance with Article 9 of the Agreement, that the Agreement will be amended as follows:

AMENDMENT TERMS AND CONDITIONS

1. Sections 4.1 and 5.1 of the Agreement and the List of Exhibits are hereby amended in their entirety to read as follows:

“4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2027. Parties may extend the agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided.”

“5.1 Operational Costs. CITY shall pay to VRSD the entire cost to VRSD of performing the Services which shall be \$1,256,217 for FY 2022-2023 and \$1,295,379 for FY 2023-2024. CITY shall be billed only for costs incurred. CITY shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from CITY. For this Agreement, the entire cost to CITY shall include:

a. For personnel services for FY 2023-2024, the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit “F” Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Section 5.2.f each year, thereafter.

b. For purchase of supplies, equipment, and services, the actual cost 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 “F” Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Section 5.2.f each year, thereafter.”

“List of Exhibits:

- A. WDR/CDO
- B. Scope of Services
- C. WRF Design Parameters

- D. VRSD Hourly Billable Rates FY 2021 and FY 2022
 - E. VRSD Water & Wastewater ISF Equipment and Charges FY 2021
 - F. VRSD FY 2022/2023 Hourly Billable Rates and Equipment & Supply (consumable) Rates; FY 2023/2024 Hourly Billable Rates and Equipment & Supply (consumable) Rates”
2. The term “Exhibit B” in Sections 5.2.f, which applies an annual CPI adjustment between zero (0%) and five percent (5%), and 5.2.g relating to customer rebates, is hereby replaced with the term “Exhibit F”.
 3. Exhibit A to this Amendment No. 2 is hereby added to the Original Agreement as Exhibit “F”, and incorporated by this reference. Exhibit “F” consists of VRSD’s (1) FY 22/23 hourly rates and equipment & supply (consumable) rates and (2) FY 23/24 hourly rates and equipment & supply (consumable) rates.
 4. Amendment No. 1 inadvertently replaced Exhibit “B” to the Original Agreement (“Scope of Services”) with Exhibit B to Amendment No. 1. (“Ventura Regional Sanitation District Proposed Hourly Rates-Revised 12/09/21, July 1, 2022 Through June 30, 2023/Ventura Regional Sanitation District Equipment & Supply (Consumable) Rates-Proposed, July 1, 2022 Through June 30, 2023”). Exhibit B (“Scope of Services”) to the Original Agreement is hereby added back to the Original Agreement.
 5. The following paragraph p. is hereby added to Section 3.1:

“p. Purchase of equipment, materials, supplies, and outside services as needed for emergency work when authorized by the City.”
 6. Unless the City Manager or City Council, as applicable, makes an exception in writing, the City’s payment obligations are contingent on future budgets. “Future budgets” shall mean budgets approved by Council following the effective date of this Amendment No. 2.
 7. **Integrated Contract.** This Amendment No. 2 reflects the complete understanding of the Parties with respect to the subject matter hereof. To the extent this Amendment No. 2 conflicts with the Agreement (as defined in Recital C), Amendment No. 2 supersedes the Agreement. In all other respects, the Parties hereto re-affirm and ratify all other provisions of the Agreement. From and after the Effective Date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Original Agreement as amended by Amendment No. 1 and this Amendment No. 2. Attached as Exhibit B to this Amendment No. 2 is the Original Agreement (VRSD Contract No. 21-004) and Amendment No. 1, incorporated herein by this reference.
 8. **Counterparts.** This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.
 9. **Authority.** The person or persons executing this Amendment No. 2 on behalf of the

respective Parties warrant and represent that they have the authority to execute this Amendment No. 2 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

[Signatures on Next Page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004**

**AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

IN WITNESS WHEREOF the Parties have executed this Amendment No. 2 as of the day and year first hereinabove written (“Effective Date”).

CITY OF SANTA PAULA

VENTURA REGIONAL
SANITATION DISTRICT

Dan Singer,
City Manager

Kevin Kildee,
Chairman of the Board

ATTEST:

ATTEST

Julie Latshaw,
City Clerk

Juliet Rodriguez,
Clerk of the Board

APPROVED AS TO FORM:

Monica Castillo,
City Attorney

List of Exhibits:

- A. VRSD Hourly Billable Rates FY 2022-2023, VRSD Equipment and Supply (Consumable) Rates FY 2022-2023, Hourly Billable Rates FY 2023-2024, and VRSD Equipment and Supply (Consumable) Rates FY 2023-2024
- B. VRSD Contract No. 21-004 and Amendment No. 1

**EXHIBIT A
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004**

**AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

(Charges and Hourly Rates)

[Attached behind]

**EXHIBIT B
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004**

**AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

(VRSD Contract No. 21-004 and Amendment No 1)

[Attached behind]

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2023 THROUGH JUNE 30, 2024**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$162		
Airless Sprayer Epic 660E				\$57		
Bulldog Nozzle		\$41				
Chlorine Residuals, Field Tests		\$6				
Coatings & Linings - Hand Tools				\$32		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$81		
Compressor, Air				\$162		
Computer, Laptop				\$81		
Concrete Mixer				\$81		
Confined Space Tripod/Harness System w/air blower				\$81		
Debris Catcher				\$41		
Digital Manometer		\$2				
Epoxy Injection Machine				\$503		
Fleet Vehicle Use (mileage)	\$1.63					
Fuel Filtering System				\$89		
Gas Analyzer (GEM)						\$370
Gas Scope (meter)		\$32				
Generator - 2kw				\$41		
Generator - 5kw				\$41		
Generator - 70kw				\$162		
Grunfos Control Box		\$24				
Hand Tools				\$16		
Laptop computer				\$81		
Laser Alignment Equipment				\$122		
Lateral Camera (use = each lateral)		\$162				
Load Bank				\$73		
Line Locator (Detector)				\$41		
Manhole Rehab Equipment per vertical foot		\$105.40/vft				
Metal Detector (Locator)				\$41		
Meter - Electrical Conductivity		\$8				
Meter - QED Flow Cell Meter		\$32				
Mule (ATV)						\$454
Oil System				\$65		
Peristolic Pump		\$32				
pH, Field Tests		\$8				
Polymixer						\$211
Portable Hydorrodder				\$608		
Portable Welder				\$32		
Pressure Washer			\$8	\$65		
Pressure Washer - High Pressure/Hot Water				\$89		

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2023 THROUGH JUNE 30, 2024**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Pulse Air System				\$89		
Pump - 3" Pump				\$65		
Pump - 4" Godwin				\$162	\$908	\$3,650
Pump - 4" Trailer-Mounted Pump				\$97	\$545	\$2,190
Pump - Dewatering Pump (Potable)				\$81	\$243	\$649
Pump - Diaphragm Pump				\$162	\$908	\$3,650
Pump - King Pump				\$162	\$908	\$3,650
Pump - Trash Pump, 6"				\$162	\$908	\$3,650
Pumper Trailer				\$81		
Push Camera				\$122		
Root Saw or Chain Scraper				\$41		
Sampler - Automatic (ISCO)		\$49				
Sandblaster				\$73		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				\$48-\$211		
Sprayer, Airless and Manhole				\$162		
Sprayer, Extreme Airless				\$406		
Test Bench, Water (Ford)						\$406
Traffic Control Items (cones/signs)				\$49		
Vactor with Chase Truck (for traffic control) *			\$122	\$937		
Vactor without Chase Truck *			\$101	\$892		
Vacuum Truck *				\$511		
Vehicle - MULE (all terrain vehicle)						\$454
Vehicle - Standby Truck w/crane, pump, & tank		\$41				
Vehicle or Forklift				\$41		
Video Inspection Vehicle (TV Van) *				\$511		
Water line depth sounder		\$3				
Water Trailer (250 Tank)				\$97		
Well Control Box (pump controller-QED)		\$16				

* Hourly/Daily rate does not include fuel surcharge.

SUPPLY (CONSUMABLE)	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Ballers & Disposable supplies (filters)		\$24				
Consumables				\$5		
Float Switch		\$86				
Float Weight		\$16				

FY2025 Equipment Rates: shall be set by adjusting the prior year's equipment rates for inflation in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI), for a maximum allowable increase of 5%. CPI shall be defined as the index for All Urban Consumers for Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

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			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
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			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
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

EQUIPMENT	CHARGE					
	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 Hydorrodder				\$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**

EQUIPMENT	CHARGE					
	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.

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

**EXHIBIT B
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004
AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

(VRSD Contract No. 21-004 and Amendment No 1)

[Attached behind]

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2023 THROUGH JUNE 30, 2024**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$162		
Airless Sprayer Epic 660E				\$57		
Bulldog Nozzle		\$41				
Chlorine Residuals, Field Tests		\$6				
Coatings & Linings - Hand Tools				\$32		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$81		
Compressor, Air				\$162		
Computer, Laptop				\$81		
Concrete Mixer				\$81		
Confined Space Tripod/Harness System w/air blower				\$81		
Debris Catcher				\$41		
Digital Manometer		\$2				
Epoxy Injection Machine				\$503		
Fleet Vehicle Use (mileage)	\$1.63					
Fuel Filtering System				\$89		
Gas Analyzer (GEM)						\$370
Gas Scope (meter)		\$32				
Generator - 2kw				\$41		
Generator - 5kw				\$41		
Generator - 70kw				\$162		
Grunfos Control Box		\$24				
Hand Tools				\$16		
Laptop computer				\$81		
Laser Alignment Equipment				\$122		
Lateral Camera (use = each lateral)		\$162				
Load Bank				\$73		
Line Locator (Detector)				\$41		
Manhole Rehab Equipment per vertical foot		\$105.40/vft				
Metal Detector (Locator)				\$41		
Meter - Electrical Conductivity		\$8				
Meter - QED Flow Cell Meter		\$32				
Mule (ATV)						\$454
Oil System				\$65		
Peristolic Pump		\$32				
pH, Field Tests		\$8				
Polymixer						\$211
Portable Hydorrodder				\$608		
Portable Welder				\$32		
Pressure Washer			\$8	\$65		
Pressure Washer - High Pressure/Hot Water				\$89		

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2023 THROUGH JUNE 30, 2024**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Pulse Air System				\$89		
Pump - 3" Pump				\$65		
Pump - 4" Godwin				\$162	\$908	\$3,650
Pump - 4" Trailer-Mounted Pump				\$97	\$545	\$2,190
Pump - Dewatering Pump (Potable)				\$81	\$243	\$649
Pump - Diaphragm Pump				\$162	\$908	\$3,650
Pump - King Pump				\$162	\$908	\$3,650
Pump - Trash Pump, 6"				\$162	\$908	\$3,650
Pumper Trailer				\$81		
Push Camera				\$122		
Root Saw or Chain Scraper				\$41		
Sampler - Automatic (ISCO)		\$49				
Sandblaster				\$73		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				\$48-\$211		
Sprayer, Airless and Manhole				\$162		
Sprayer, Extreme Airless				\$406		
Test Bench, Water (Ford)						\$406
Traffic Control Items (cones/signs)				\$49		
Vactor with Chase Truck (for traffic control) *			\$122	\$937		
Vactor without Chase Truck *			\$101	\$892		
Vacuum Truck *				\$511		
Vehicle - MULE (all terrain vehicle)						\$454
Vehicle - Standby Truck w/crane, pump, & tank		\$41				
Vehicle or Forklift				\$41		
Video Inspection Vehicle (TV Van) *				\$511		
Water line depth sounder		\$3				
Water Trailer (250 Tank)				\$97		
Well Control Box (pump controller-QED)		\$16				

* Hourly/Daily rate does not include fuel surcharge.

SUPPLY (CONSUMABLE)	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		\$24				
Consumables				\$5		
Float Switch		\$86				
Float Weight		\$16				

FY2025 Equipment Rates: shall be set by adjusting the prior year's equipment rates for inflation in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI), for a maximum allowable increase of 5%. CPI shall be defined as the index for All Urban Consumers for Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

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			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
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			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
WW	209	Office Assistant	\$84	\$126	\$128	\$192
WW	207	Administrative Assistant	\$84	\$126	\$128	\$192
WW	909	W/WW Helper	\$82	\$123	NA	NA
WW	908	W/WW Worker	\$101	\$152	\$142	\$213
WW	911	Electrical/Mechanical Worker	\$110	\$165	\$154	\$231
WW	916	W/WW Operator in Training	\$110	\$165	\$154	\$231
WW	905	W/WW Treatment Operator I	\$110	\$165	\$154	\$231
WW	906	W/WW Treatment Operator II	\$110	\$165	\$154	\$231
WW	910	W/WW Treatment Operator III	\$110	\$165	\$154	\$231
WW	913	W/WW Treatment Operator IV	\$110	\$165	\$154	\$231
WW	914	W/WW Treatment Operator V	\$110	\$165	\$154	\$231
WW	450	Environmental Resource Analyst	\$127	\$191	\$191	\$287
WW	901	Instrumentation Technician	\$128	\$192	\$164	\$246
WW	915	Electrical & Instrumentation Control Supervisor	\$128	NA	NA	NA
WW	720	W/WW Operations Supervisor	\$139	NA	\$161	NA
WW	723	W/WW Operations Superintendent	\$156	NA	NA	NA
WW	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

EQUIPMENT	CHARGE					
	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**

EQUIPMENT	CHARGE					
	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.

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

**EXHIBIT B
TO
AMENDMENT NO. 2 TO VRSD CONTRACT NO. 21-004**

**AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

(VRSD Contract No. 21-004 and Amendment No 1)

[Attached behind]

4-15-2021

VRSD CONTRACT NO. 21- 004

**AGREEMENT FOR WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE
BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

THIS AGREEMENT is made and entered into this 15th day of April 2021, by and between the City of Santa Paula ("City"), and the VENTURA REGIONAL SANITATION DISTRICT, a county regional sanitation district formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, ("VRSD"). Together, City and VRSD shall be referred to herein as "Parties."

RECITALS

A. City is the owner of the Santa Paula Water Recycling Facility ("WRF"), a Publicly-Owned Treatment Works ("POTW"), located at 920 Corporation Street, Santa Paula, CA, which discharges tertiary-treated wastewater to groundwater through three percolation ponds adjacent to the WRF. The WRF is more fully described in the California Regional Water Quality Control Board, Los Angeles Region, Waste Discharge Requirements for the City WRF, Order No. R4-2018-0022, File No. 06-189, CI No. 9259 dated February 8, 2018 ("WDR") and Cease and Desist Order No. R4-2018-0023 ("CDO"), which is attached as Exhibit A and incorporated herein by reference; and

B. City WRF is subject to all the terms and conditions of the WDR and CDO and VRSD acknowledges the WDR and CDO and is aware of the WDR and CDO's findings, contents, requirements, prohibitions, and limitations on the WRF; and

C. City desires to enter into an agreement with VRSD for the staffing, operation and maintenance of the WRF, as well as other closely related services, hereinafter collectively referred to as "Services"; and

D. City believes it is in its best long-term interest to transition the WRF operations from a private contractor operation to operation by a public agency.

E. VRSD has the authority, pursuant to Health & Safety Code Section 4700 *et seq.* and Public Contract Code §20782, and capability to provide the requested Services relative to City WRF and is willing to perform such services for the City; and

F. VRSD has represented that they have the requisite knowledge and experience in operation and servicing the City's WRF so that they can provide essential public services to City's customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits.

G. City, based upon the VRSD's representations, experience and qualifications, selected the VRSD to operate and maintain the WRF on the terms set forth herein.

H. At its regular City Council meeting on December 16, 2020, the City Council authorized City staff to seek an agreement with the VRSD to operate and maintain the WRF.

I. It is the mutual desire of the Parties to set forth in this Agreement the terms and conditions under which VRSD will operate and maintain the City WRF.

NOW, THEREFORE, in consideration of these Recitals and the mutual covenants, terms, conditions, and covenants set forth below, the Parties agree as follows:

AGREEMENT

ARTICLE 1: DEFINITIONS

a. "Acceptable Influent" means domestic, commercial, institutional, industrial and other wastewater generated within the jurisdiction of the City and received in the WRF, excluding any substances or contaminants that violate Applicable Laws, Plans, Policies, and Regulations. Influent that exceeds the WRF's Design Parameters is not an Acceptable Influent.

b. [intentionally left blank]

c. "Agreement" means this "Agreement for Water & Wastewater Facility Operation and Management & Maintenance" and all Exhibits attached hereto and made a part hereof, executed by and between City and VRSD, as the same may be amended from time to time.

d. "Applicable Laws, Plans, Policies, and Regulations" means any federal, State or local statute, regulation, ordinance, rule, mandate, order, decree, permit, code, plan, policy or license requirement or other governmental requirement or restriction, or any interpretation or administration of any of the foregoing by any responsible governmental authority, which applies to the Services or obligations of either Party under this Agreement.

e. "Capital Improvement" means, as it relates to the WRF, adding new equipment (accessory, appurtenances, or components thereof), or new structures (as opposed to Routine replacement, maintenance, repair or rebuilding the existing structures) that either: (i) increases its efficiency and capacity for which it was designed and constructed; or (ii) has a service life of at least five (5) years.

f. "Chief Plant Operator" means a VRSD employee with the requisite state licenses and level

of experience to be the primary operations person to run the WRF and to manage all other staff persons, consultants, vendors, subcontractors, third-party personnel or contractors assigned or hired by the City or VRSD to assist in the operation or maintenance of the WRF.

g. “City’s Responsibilities” means all responsibilities and obligations of the City related to the subject matter of this Agreement and as fully set forth below.

h. “Commencement Date” means the date that VRSD shall begin to provide Services for the City WRF as set forth in Article 2 of this Agreement.

i. “Damage” means any and all threatened or actual costs, claims, suits, demands, causes of action, judgments, settlements, liabilities, penalties, fines, taxes, interest, citations, forfeitures, liens, environmental contamination, personal injury (including sickness, disease or death), property damage (including loss of use and other economic loss), intellectual property infringement (including settlements, defense costs, judgments, court costs, expert(s) fees, and reasonable attorneys’ fees), governmental action (including fines, penalties, and levies) and executions and garnishments and all other expenses (including reasonable attorneys’ fees, experts’, investigation, and other related fees and costs, including without limitation litigation expenses) and losses. For purposes of this Agreement, damages shall not include any consequential, special or punitive damages of any kind, except to the extent resulting from the gross negligence or willful misconduct of VRSD or the City, as may be the case.

j. “Effective Date” means the date first written above.

k. “Emergency” shall mean an unplanned and unanticipated event which disables all or a part of the WRF, threatens the continued functioning of the WRF, or threatens a violation of any Contract Standard in the Agreement or Applicable Law, Plans, Policies or Regulations.

l. “Facilities” means all of the individual components and elements which comprise the City’s WRF as set forth in Exhibit A.

m. “Fiscal Year” means the 12 consecutive month period starting on July 1 and ending on June 30.

n. “Good Industry Practices” means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, licensed, and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this Agreement and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all Applicable Laws, Plans, Policies, and Regulations.

o. “Hazardous Materials” means any petroleum product, oil, hazardous substance, hazardous waste, pollutant and any other material regulated and governed by CERCLA 42 U.S.C. Section 9601, RCRA 42 U.S.C. 6901, the Federal Clean Water Act, Clean Air Act, or any other Law protective of public health, safety, welfare, air, surface water, ground water, soil or the environment (but specifically excluding any laws dealing with the means, methods,

techniques, sequences, procedures of construction and safety of VRSD's workers for which VRSD is responsible), including, without limitation, polychlorinated biphenyls (PCBs) and asbestos.

p. "Maintenance & Repair Items" means all scheduled and unscheduled maintenance, repair and replacement activities required to ensure the efficient and effective operation of the WRF, including, but not limited to, all normal, maintenance of the grounds of the WRF, routine or repetitive activities required to sustain the normal service life of the WRF and the components thereof, non-routine or unscheduled preventative or corrective maintenance, repair, or replacement activities required for the operational continuity, safety and performance of the WRF, and the replacement of all components of the WRF at the end of their planned or actual useful life or as necessary to comply with the obligations of this Agreement.

q. "Permits" means any required governmental licenses, permits and authorizations required to perform the Services and operate the WRF pursuant to this Agreement.

r. "Services" means all of the duties, obligations, and services as defined herein to be provided by VRSD for the WRF, including operational, management, monitoring, reporting, and maintenance, repair and replacement services, which are all further defined and specified in in Exhibit B attached hereto. Notwithstanding Article 5 below, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary permits, licenses and certifications VRSD requires in order to perform the Services.

s. "State" means the State of California.

t. "Term" means the period of time in which this Agreement is in full force and effect as set forth in Article 4 of this Agreement.

u. "Uncontrollable Circumstances" means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder, or expands the scope of the Party's obligations under this Agreement, to the extent such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party, including, without limitation the following:

(i) Force Majeure events that are outside the reasonable control of the Party relying thereon, such as acts of God, acts of terrorism, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, floods that constitute a 100-year flood, explosions, civil disturbances, acts of the public enemy and war;

(ii) Change in Law, defined as the enactment, adoption, amendment, promulgation, issuance, modification, repeal, or change of any Applicable Laws, Plans, Policies, and Regulations that (excluding laws adopted at the time of execution of this Agreement but which

have provisions that take effect after the Commencement Date) establishes requirements affecting the financing or operation or capital costs of the WRF that are materially more burdensome than the most stringent requirements in effect as of the Effective Date;

(iii) Judicial/ Administrative Determinations, defined as the final order, judgment, action or determination of any Federal, State or local court or tribunal of competent jurisdiction, administrative agency or governmental body (other than City if issued pursuant to the provisions of this Agreement expressly authorizing same);

(iv) Permit Terminations, defined as the suspension, termination, interruption, denial or failure of renewal or issuance of any Permit (to the extent not caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD) that is necessary to operate the WRF;

(v) Failure of Essential Services, defined as the failure of any appropriate Federal, State, Municipal, County or other public agency or private utility having operating jurisdiction in the area in which the WRF is located, to provide and maintain utilities, services, communications, water and sewer lines and power transmission lines to the Facilities, except if such failure is caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD;

(vi) Condemnation, defined as the condemnation, eminent domain, taking, seizure, involuntary conversion or requisition of title to or use of the WRF, or any material portion or part thereof by the action of any federal, State or local government or governmental agency;

(vii) Labor Strikes directed at VRSD or other related entities or any subcontractor(s) or supplier(s);

(viii) Miscellaneous Other Uncontrollable Circumstances, as set forth below:

1. any material change that takes place between the Effective Date and the Commencement Date that materially impacts VRSD's performance of the Services;
2. delays or denials of any licenses and approvals that are required to be maintained by VRSD in order to perform the Services;
3. the existence of a concealed or latent environmental condition at the WRF or adjoining sites;
4. contamination of the WRF from Hazardous Substances contained in groundwater, soil or air migrating from sources outside of the WRF;
5. the result of any act, error or omission of any other consultant or contractor engaged by City or its affiliates to perform services at or for the WRF during the Term;

6. the failure of any governmental body or private utility having operational jurisdiction in the area in which the WRF is located to provide and maintain utilities, telephone, internet or telecommunication services;
7. any change in title or placement of any encumbrance on the WRF;
8. the receipt of influent in the WRF other than Acceptable Influent;
9. the failure of City to proceed with and complete a Capital Improvement that VRSD determines is necessary to provide the Services, and which is verified by an independent third party approved by the City and VRSD, in this Agreement;
10. any Capital Improvement that interferes with VRSD's obligations and responsibilities under this Agreement to provide Service to City's WRF;
11. the action or inaction of any third party; and
12. without prejudice to the generality hereof, any other circumstance, cause or occurrence of any kind whatsoever beyond the reasonable control of a Party.

v. "Waste Discharge Requirements" means the WRF's effluent discharge requirements, limits and/or and parameters as set forth in the Order No. R4-2018-0022 and Cease and Desist Order No. R4-2018-0023 issued by the State of California, California Regional Water Quality Control Board, Los Angeles Region, as amended, attached hereto as Exhibit A.

w. "WRF Design Parameters" means those parameters or operational boundaries within which the Facilities were designed to treat influent of no greater characteristics set forth in Exhibit D.

x. "WRF Equipment" means all machinery, components, process-related equipment, property or assets (including pumps, screens, grit handling equipment, sludge handling equipment, chemical feed storage equipment and tank covers), parts and materials contained within the WRF which are owned or leased by City and in use at the WRF as of the Commencement Date by VRSD or City pursuant to this Agreement, all as set forth in Exhibit C.

y. "WRF Safety Defects" means conditions of the WRF that VRSD identifies to City as conditions that are required to be remedied in order for VRSD to perform the Services in compliance with the requirements of the Occupational Health and Safety and Health Act of 1970, 29 U.S.C. 15, and the corresponding federal regulations thereto.

z. [intentionally left blank]

ARTICLE 2: RETENTION OF VRSD

a. VRSD shall provide Services to City on the conditions hereinafter set forth. City's Public Works Director shall administer this Agreement for City. It is expressly understood that the relationship between City and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of City.

b. VRSD shall assign a Chief Plant Operator who shall be the primary liaison to City to work directly with City's Public Works Director in connection with Services to be performed under this Agreement. Such assignment shall be made by written notice to City.

c. VRSD accepts the relationship of trust and confidence established between VRSD and City by this Agreement. VRSD agrees to furnish efficient business administration, personnel services, and superintendence and to use its best efforts to perform the Services in the most expeditious and economical manner consistent with the public interest and in full compliance with Applicable Laws, Plans, Policies, and Regulations and Good Industry Practices. VRSD shall provide the Services described in Article 3 and this Agreement within the limitations of an annual budget total approved by both Parties, unless amended by mutual consent of the Parties.

d. By executing this Agreement for interim WRF staffing, operation and maintenance, VRSD represents that VRSD has:

- (i) Generally investigated and considered the scope of Services to be performed at the WRF.
- (ii) Generally considered how the Services should be performed.
- (iii) Generally understands the Facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

e. For work in Exhibit B Scope of Services, VRSD warrants that VRSD has or will investigate the entire WRF and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should VRSD discover any latent or unknown conditions that may materially affect the performance of the Services, VRSD will immediately inform City of such fact and will not proceed except at VRSD's own risk until written instructions are received from City. In cases that may involve latent or unknown conditions and where VRSD informs the City of such conditions and is waiting for written instructions from the City on how, if at all, to proceed, VRSD shall not be liable for any damages, harm to the City's WRF that are caused by such latent or unknown conditions or caused by any delay in receiving the City's instructions to proceed, if at all, unless caused by VRSD.

f. The Parties acknowledge that City retains exclusive authority and budgetary discretion

relating to the funding of City WRF operation, including provision for acquiring, repairing, maintaining and replacing City's existing WRF Equipment, structures and Facilities and installation of new equipment, structures and facilities or Capital Improvements.

ARTICLE 3: SCOPE OF SERVICES

3.1 VRSD agrees to provide the Services necessary for the management, operation, and maintenance of the following WRF Facilities or components, which shall include the following:

- a. Influent lift station.
- b. Primary screening.
- c. Grit removal.
- d. Influent equalization basins.
- e. Fine screening.
- f. Secondary biological nutrient removal (BNR) process.
- g. Membrane separation process.
- h. Ultraviolet disinfection process.
- i. Aerobic sludge digestion.
- j. Screw-type solids dewatering facilities.
- k. Backup generator.
- l. 14.2 acres of percolation basins for effluent disposal.
- m. Operations building with laboratory, restroom, workshop, break room, and administrative offices located over the treatment basins.
- n. Odor control.
- o. Associated mechanical piping and appurtenances, electrical systems, instrumentation, and controls systems.

3.2 Services under this Agreement are further particularized and set forth in attached Exhibit B.

3.3 Performance Standards

a. Operations Standards. VRSD shall apply Good Industry Practices to operate the WRF within the following parameters as long as influent is deemed to be Acceptable Influent:

- (i) Energy usage equal to or less than 5.650 kWh per million gallons of treated effluent between the hours of 6:00 PM and 6:00AM and 5.750 kWh per million gallons of treated effluent between the hours of 6:00 AM and 6:00 PM;
- (ii) Treated effluent to meet all requirements from WDR and CDO (Exhibit A), except for chlorides (as detailed in Exhibit A at sections 17-25 on pgs. 7-12) or other parameters outside the control of VRSD;

- (iii) No odors outside of the fence line of the facility, in addition to air quality requirements from the Ventura County Air Pollution Control District; and
- (iv) No visible trash or debris on the WRF site within the fence line.

b. Design and Construction Standards. VRSD represents and warrants that all repair, and rehabilitation activities will conform to Good Industry Practices.

c. Vendor Warranties. VRSD shall obtain warranties from all vendors and contractors providing services, materials and/or equipment under terms and conditions no less than the standards in the applicable industry and shall provide copies thereof to the City. All such warranties held by VRSD shall be automatically, and without further action by the parties, deemed transferred to the City upon completion of the work and acceptance by the City. VRSD shall use commercially reasonable efforts to assist the City in satisfying all requirements, including but not limited to maintenance obligations, of said warranties so that they remain in full force and effect for the maximum duration of the warranty and are able to be transferred to the City.

d. Material Warranties. VRSD represents and warrants to the City that materials and equipment furnished for the Facility shall be of new and good quality, that the workmanship shall be free from defects and conform to Good Industry Practices, and that the Services shall conform to the requirements of this Agreement. That portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by the City and shall promptly be repaired by VRSD on demand from the City. VRSD's warranty shall exclude normal wear and tear under normal usage. If required by the City, VRSD shall furnish satisfactory evidence as to the kind and quality of materials and equipment used or installed. Such express warranty shall continue in effect until one (1) year after completion and acceptance by the City provided that the foregoing shall not limit VRSD's obligations pursuant to this Agreement and at law. Notwithstanding the foregoing, and such warranty granted herein shall be void to the extent any defect or deficiency that results or is caused by, directly or indirectly, the delivery to the Facility of Influent that is not Acceptable Influent as defined herein.

e. Defects. VRSD shall make any and all repairs or replacements resulting from defects in materials or workmanship (other than any such defects that are the result of or are caused by, directly or indirectly, the delivery to the Facility of influent that is not Acceptable Influent). VRSD shall indemnify, defend and hold the City and the City's employees and agents harmless from all claims, liabilities, losses, costs, expenses and damages arising from any such defects during such periods. VRSD shall make the repairs and replacements required of VRSD promptly upon receipt of written notification from the City. If VRSD fails to make such repairs and replacements promptly or in the case of an emergency where VRSD is not able to immediately make such repairs or replacement, the City may repair or replace the defective element of the Facility and VRSD shall reimburse the City for the cost thereof (together with an administrative fee of ten percent (10%) of the cost of the repairs or replacement work) within ten (10) days after written demand.

ARTICLE 4: AGREEMENT EFFECTIVE DATE AND TERMINATION

4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2022. The Agreement may be extended on a month-to-month basis upon

mutual consent of Parties. Parties may extend the Agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided.

4.2 Termination by City. City 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 3 or 7 herein or this Agreement. Such termination by City shall be effective only if the default remains uncured upon the expiration of sixty (60) days after VRSD's receipt of written notice from City 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 City for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default minus costs incurred by the City resulting from the material default. City may terminate this Agreement if City and VRSD cannot agree on an annual budget for any Fiscal Year during the term of this Agreement.

4.3 Termination By VRSD. VRSD may terminate this Agreement in the event of a material default by City in any of City's Responsibilities hereunder or if cannot fulfill the terms and conditions of Section 7.2.a. For purposes of this Agreement, a material default shall be defined as City's failure to perform any of the obligations contained in Article 6 or this Agreement. Such termination by VRSD shall be effective only if the default remains uncured upon the expiration of sixty (60) days after City's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of City shall not relieve City from liability for such default.

ARTICLE 5: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

5.1 Operational Costs. City shall pay to VRSD the entire cost of performing the Services within the Base Monthly Fee which shall not exceed \$240,000 a quarter (*i.e.*, 13 weeks), unless amended and agreed to by the City. VRSD's rate schedules are attached as Exhibits D and E, and subject to adjustment annually. City shall be billed only for costs incurred, which may include, from time to time, the mutually agreeable cost of subcontractors needed for the operation and maintenance of the WRF. City shall not be billed for costs exceeding the total budgeted amount, except for the subcontractor situation noted above, and VRSD shall not be obligated to perform work that would exceed the total budgeted amount without amendment of the jointly adopted budget specified in City's approved budget. A budget shall be adopted by both Parties following annual review and consultation and each succeeding budget total shall become a part of this Agreement. For the purpose of this Agreement, the entire cost to City for VRSD Services shall include:

- a. For personnel services, the VRSD billing rate associated with the classification of each individual performing a Service or Services, as shown in the jointly adopted budget and associated billing rate schedule for each effected fiscal year.

- b. For services and supplies, the actual cost of the materials and services purchased, to which overhead has been applied and included in the jointly adopted budget. The overhead amount may be reviewed and adjusted for each successive Fiscal Year this Agreement is in effect. VRSD shall, pursuant to its own procedures, practices, and regulations, arrange for the purchase of and payment for all service and supply items.
- c. For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in the jointly adopted budget and associated billing rate schedule.

5.2 Compensation for Services

- a. On or before the tenth (10th) day following the end of any month for which payments are required to be made under this Agreement (“Billing Period”), VRSD shall mail to City a bill setting forth the fees for such prior month based on approved work and materials. Payment is due thirty (30) days after the invoice date, City shall present payment to VRSD for full amount of such undisputed fees.
- b. If City disputes any amount billed by VRSD in any billing statement, City shall nonetheless pay the undisputed amount and shall mail to VRSD detailed written objection within twenty (20) days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to City for its objection to or disagreement with such amount. If City and VRSD are not able to resolve such dispute within twenty (20) days after City’s objection, either party may pursue legal remedies in accordance with the dispute resolution procedures in this Agreement.
- c. If payment in full of any undisputed bill rendered by VRSD is not made as required, the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. VRSD shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any undisputed and unpaid balance hereunder. City may, at its option, pay all or any portion of a bill under written protest and bring action to recover same.
- d. City may order changes in the Services within the general scope of this Agreement, consisting of additions, deletions or other revisions, and the contract price will be adjusted accordingly. All such changes must be authorized in writing, executed by VRSD and City. The cost or credit to City resulting from changes in the Services will be determined in accordance with written agreement between the Parties.
- e. City and VRSD acknowledge and agree that VRSD may bill the costs of any subcontractor mutually agreed to by the Parties needed to help VRSD with WRF operation or maintenance services to the City for payment in accordance with 5.2.a. above.

5.3 Existing Fixed Assets

All WRF Equipment, including, but not limited to, existing City fixed assets, rolling stock, inventory and supplies of and accessory to the WRF are and will remain the property of City. VRSD is acting solely as an agent on behalf of City in the acquisition, use, and disposition of fixed assets, rolling stock, inventory and supplies of and accessory to the WRF. VRSD shall not enter into contracts or purchase orders for acquisition or disposal of WRF Equipment or City fixed assets without prior approval of City.

5.4 Record-Keeping and Records

VRSD shall maintain all accounting and record keeping in conformance with generally accepted accounting principles and all applicable laws and regulations.

5.5 Examination of Records

The Parties agree that the Parties shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of the other party and of all the transactions relating to this Agreement.

5.6 Prevailing Wages

a. VRSD is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). VRSD agrees to fully comply with such Prevailing Wage Laws. VRSD shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon VRSD and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Sections 1777.5 and 1777.6), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, VRSD and all subconsultants performing such Services must be registered with the Department of Industrial Relations. VRSD shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be VRSD’s sole responsibility to comply with

all applicable registration and labor compliance requirements.

ARTICLE 6: CITY'S RESPONSIBILITIES

6.1 Documentation. Prior to commencement of this Agreement and throughout the term of this Agreement, City shall provide VRSD, without charge, all information available to and in possession of the City regarding any work performed by City or others in connection with the WRF, including but not limited to: pertinent maps, diagrams, reports, samples, test results, plans and specifications, necessary legal and regulatory information, etc., which is required in connection with the performance of Services under this Agreement.

6.2 Equipment. City shall provide to VRSD, for VRSD's sole and exclusive use, a list of all WRF Equipment. Within 120 days after the Commencement Date, VRSD shall complete a list of all WRF Equipment which shall be attached as Exhibit F and submit as copy to City. Unless otherwise provided in this Agreement, City shall, during the Term of this Agreement, be solely responsible for the cost of replacing the City's WRF Equipment as reasonably determined by VRSD to be necessary for the operation of the WRF except to the extent caused by the negligence or willful misconduct of VRSD. Notwithstanding any other provision in this Agreement, VRSD shall not be liable for any WRF Equipment failure, malfunction or breakdown that occurs during the 120 day time period needed for VRSD to complete its WRF Equipment list.

6.3 Permits and Licenses. City shall, at its sole cost and expense obtain and maintain all Permits required to operate the WRF, including but not limited to those listed in Exhibit E. Notwithstanding the foregoing to the contrary, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary Permits and certifications VRSD requires in order to perform the Services.

6.4 Capital Improvements. City shall, at its sole cost and expense, be responsible for any and any all Capital Improvements expenditures to the WRF for compliance with Applicable Laws, Plans, Policies and Regulations and within Design Parameters. VRSD shall submit, for City's approval, Capital Improvement expenditures prior to incurring any such expense. Each request for approval will identify the reason and estimated costs for the expenditure. Notwithstanding anything to the contrary in this Section 6, VRSD shall have the right, in emergency situations, to authorize the expenditure of monies for Capital Improvements where the failure to do so would have an adverse effect, as determined by VRSD, on the WRF Facilities or the City WRF Equipment. In such an emergency situation, VRSD shall contact the City immediately. VRSD shall participate in the City's annual budgeting process and, based on industry standards and their experience operating wastewater facilities, will make a good faith effort to identify and assist in budgeting for Capital Improvements to be performed by the City. VRSD may be directed by the City to perform Capital Improvements, as mutually agreed upon. This out of scope cost will be based on actual equipment, material, subcontractor costs, VRSD standard hourly rates (per Exhibit E), and maximum 15% administrative fees assigned to materials, equipment, outside professional services (other than those provided by VRSD), and other direct costs which shall include, but not be limited to additional insurance, consultant costs, and subcontractor costs.

6.5 Representations. City hereby represents and warrants to VRSD as follows:

- a. City is a municipal corporation duly created and existing pursuant to the laws of the State of California. City has the requisite power and authority to enter into this Agreement.
- b. As of the Commencement Date, City will have obtained all requisite approvals for the budgeting of the payment for the VRSD operational costs and compensation for Services for the first year of the Term, with an allocation and established line-item for the collective VRSD Service Fee to be paid to VRSD for the remainder of the Term.
- c. City has the legal capacity and authority to assess rates for the supply of wastewater services to customers of the Facilities.
- d. City has enacted, or will have enacted by the Commencement Date, all municipal laws, ordinances, or regulations necessary for the performance of this Agreement. City shall establish rates and fees for sewer services, which such rates and fees shall be sufficient to ensure compensation to VRSD for the Services to be performed hereunder and to maintain the WRF in good working order to comply with Applicable Laws, Plans, Policies, and Regulations.
- e. By executing this Agreement, City represents to VRSD that the City's WRF is generally in good condition and compliant with Applicable Laws, Plans, Policies, and Regulations for the operation of these systems. Parties further acknowledge and agree that the WRF's condition and compliance with Applicable Laws, Plans, Policies, and Regulations is subject to Los Angeles Regional Water Quality Control Board Cease and Desist Order No. R4-2018-0023 and pending variances from the Ventura County Air Pollution Control District Hearing Board.

ARTICLE 7: INSURANCE

7.1 VRSD, at its sole discretion, shall determine the method to be used in the management of its risk associated with providing Services to the WRF. VRSD shall have the right to self-insure or provide coverage through the California Sanitation Risk Management Authority or similar insurance carrier or a combination of both self-insurance or insurance company so long as it provides certificates of insurance to City in amounts not less than those specified below:

- a. Workers' Compensation and Employer's Liability in accordance with applicable laws or \$4,000,000 coverage limit.
- b. General & Automobile Liability with combined single limit of \$5,000,000 for bodily injury, death or property damage.
- c. Professional Liability with a coverage limit of \$1,000,000.

7.2 a. If City requires VRSD to have Pollution Liability coverage of any specified amount on a per claim or occurrence basis, City shall inform VRSD in writing of this requirement within 60 days of the Commencement of this Agreement. If City requires such insurance coverage from VRSD, City agrees to indemnify, defend and hold harmless VRSD, its officials, officers, agents, representatives, consultants, contractors, directors, and employees from any and all pollution

related claims, losses, damages, actions, enforcement actions, regulatory actions or lawsuits from the Commencement of this Agreement until such time as VRSD may obtain such City-required insurance coverage, but in no event shall this indemnification, defense and hold harmless period exceed 180 days from the Commencement date. This provision shall be in addition to section 8.1.b. below and shall not be construed otherwise.

b. VRSD may include the cost of securing and maintaining all insurance coverages set forth in Sections 7.1, 7.2.a. and 7.4 in its monthly billing to the City for payment of Operational Costs and Compensation for Services in Article 5. Such insurance costs shall be in addition to VRSD's Operational Costs. And City agrees to pay such insurance costs in accordance with its payment obligations in Article 5.

7.3 VRSD may retain risks of accidental loss which occur with predictable frequency and will not have serious adverse effect on VRSD's fiscal position. When insurance is purchased, Certificates of Insurance evidencing coverage shall be provided by VRSD prior to commencement of work under this Agreement and VRSD shall maintain insurance acceptable to the City for the duration of the Agreement. These certificates shall name City and its officers, officials, employees, agents, volunteers as Additional Insureds and contain a provision that coverage afforded under the policies will not be canceled until at least 30 days' prior written notice has been given to City. Coverage provided by VRSD shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. If applicable, VRSD shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

7.4 Professional liability coverage will be on an occurrence basis.

ARTICLE 8: HOLD HARMLESS & INDEMNIFICATION

8.1 a. By VRSD: VRSD shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors and their respective agents, servants, directors, officers and employees, for, from and against any and all Damage or Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plans, Policies and Regulations (b) any act, error or omission of VRSD (or its employees, agents or contractors engaged directly by VRSD) in connection with or respect to the performance of the VRSD Services or the performance of any of its obligations hereunder; (c) VRSD's release, transportation, migration, generation, treatment, processing, storage, use, discharge or disposal of any Hazardous Materials (collectively, "Discharge") in, on or under, the WRF Facilities, or the condition of any existing Hazardous Materials made worse, in each case by VRSD; (d) the breach by VRSD of any other obligation hereunder including the breach by VRSD of any warranties or representations made or given in, or pursuant to, or in connection with this

Agreement; (e) any claim that the VRSD Services constitute an infringement on rights claimed by third parties; (f) employees, subcontractors, or agents filing of an employment and/or workers' compensation claim; or (g) any execution, lien, levy, garnishment or other claim made or filed by a third party, whether or not arising from the VRSD Services, against a the City, City indemnitee or the Facilities except such Claim caused by the sole negligence or willful misconduct of the City. VRS agrees to defend, at its sole cost and expense, the City in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. VRSD shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of the City, such consent not to be unreasonably withheld or delayed. The City shall reasonably cooperate in the defense as VRSD may request. The City shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

b. By the City: The City shall indemnify, defend and hold harmless VRSD, its agents, servants, directors, officers and employees, for, from and against any and all Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plan, Policies and Regulations, resulting or arising, directly or indirectly, from: (b) any act, error or omission of the City (or its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors (other than VRSD) engaged directly by the City) in connection with or respect to the performance of any of its responsibilities and obligations hereunder; (c) the breach by the City of any warranties or representations made or given in, or pursuant to, or in connection with the Agreement; (d) the breach by the City of any other obligation hereunder; or (e) any Discharge of any Hazardous Materials in, on or under, the Facilities, or the condition of any existing Hazardous Materials made worse, in each case by the City. The City agrees to defend, at its sole cost and expense, VRSD in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. The City shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of VRSD, such consent not to be unreasonably withheld or delayed. VRSD shall reasonably cooperate in the defense as the City may request. VRSD shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

8.3 Comparative Negligence. If both VRSD and the City are found by an independent fact finder to be negligent, and the negligence of both is the proximate cause of such claim for Damages, then, in that event, each party shall be responsible for the portion of the liability equal to such party's comparative share of the total negligence subject, however, to any comparative fault laws of the governing jurisdiction to the contrary.

8.4 Qualifications; Limitation of Liability. Except as set forth above, a party's liability for indemnity under this Agreement shall not be limited in any way by any restriction on the amount or types of Damages (including, by way of illustration only, compensation or benefits payable by or for such party or its subcontractors under any worker's compensation laws or by any limits of any insurance required to be maintained hereunder) and such limitations are hereby waived. This

indemnity shall apply without regard to whether a public or private claimant asserts a Damage and whether in an investigative, judicial or administrative proceeding, civil or criminal.

8.5 Parties understand and agree that the foregoing provisions regarding mutual indemnification will survive termination of this Agreement.

ARTICLE 9: MODIFICATION OF TERMS AND ENTIRE AGREEMENT

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

ARTICLE 10: 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 11: ARTICLE HEADINGS/CAPTIONS

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 12: PARTIAL INVALIDITY/SEVERABILITY

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 13: COUNTERPARTS

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

ARTICLE 14: NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and shall not confer upon any other person, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

ARTICLE 15: UNCONTROLLABLE CIRCUMSTANCES

15.1 Relief from Obligations. Except as expressly provided under the terms of this Agreement, neither party shall be liable to the other for any loss, damage, delay, default or failure

to perform any obligation to the extent it results from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but no other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances. City shall pay the VRSD operational costs and compensation for Services during the continuance of any Uncontrollable Circumstance, adjusted to account for any cost reductions achieved through VRSD mitigation measures required by subsection (B) of this Section, as well as for any cost increases or monies previously accrued to which VRSD is entitled under this Section.

15.2 Notice. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone or facsimile, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (a) the Uncontrollable Circumstance and the cause thereof (to the extent known); and (b) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected.

15.3 Mitigation. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide the other party with a description of: (a) the amount, if any, by which the VRSD operational costs and compensation for Services is proposed to be adjusted as a result of such Uncontrollable Circumstance; (b) any areas where costs might be reduced and the approximate amount of such cost reductions; and (c) its estimated impact on the other obligations of such party under this Agreement. The affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

ARTICLE 16: 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 City:

CITY OF SANTA PAULA
P.O. Box 569

Santa Paula, CA 93061
Attn: Clete Saunier, Public Works Director

To VRSD:

VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704
Attn: Chris Theisen, General Manager

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

ARTICLE 17: 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 either Party 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 18: CALIFORNIA LAW

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

ARTICLE 19: DISPUTE RESOLUTION

The Parties shall endeavor to resolve all claims and disputes in a timely fashion and in good faith through direct discussions by the Parties and their respective representatives who shall possess the authority to resolve such disputes.

Claims, disputes, or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as a condition precedent to any binding dispute resolution or settlement. The parties shall select one (1) mutually agreeable disinterested third party ("Mediator") with expertise in the development and construction of similar projects, and the Parties and the Mediator shall agree upon the dates, times, locations, and manner of proceeding with such process. The Parties shall share the Mediator's fee and any filing fees equally. The mediation shall be held in the County of Ventura, unless another location is mutually agreed upon.

Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon. Any litigation or other dispute resolution proceedings arising from or related to performance of this Agreement shall be filed and adjudicated in Ventura County,

California.

ARTICLE 20: SUBCONTRACTORS

VRSD shall not subcontract any portion of the work 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.

[Signature Page to Follow]

**SIGNATURE PAGE FOR AGREEMENT FOR WATER & WASTEWATER FACILITY
OPERATION, MANAGEMENT & MAINTENANCE BETWEEN
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

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

**VENTURA REGIONAL
SANITATION DISTRICT**

Jim Friedman
By Jim Friedman (Apr 15, 2021 10:06 PDT)
Jim Friedman, Chairman of the
Board of Directors

**APPROVED AS TO FORM:
ARNOLD LAROCHELLE MATHEWS
VANCONAS & ZIRBEL, LLP**

Robert N. Kwong
By Robert N. Kwong (Apr 15, 2021 10:07 PDT)
Robert N. Kwong
Legal Counsel for DISTRICT

CITY OF SANTA PAULA

By *Dave Siny*

**APPROVED AS TO FORM
BEST, BEST & KRIEGER**

By *JL Cotti*
John Cotti
City Attorney



List of Exhibits:

- A. WDR/CDO
- B. Scope of Services
- C. WRF Design Parameters
- D. VRSD Hourly Billable Rates FY 2021 and FY 2022
- E. VRSD Water & Wastewater ISF Equipment and Charges FY 2021



EXHIBIT A



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

February 15, 2018

Michael Rock, City Manager
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93061

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CLAIM NO. 7017 1450 0002 1559 0539

WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2018-0022 AND CEASE AND DESIST ORDER NO. R4-2018-0023 FOR SANTA PAULA WATER RECYCLING FACILITY (SPWRF) – CITY OF SANTA PAULA (FILE NO. 06-189, CI NO. 9259, GLOBAL ID WDR100000849)

Dear Mr. Rock:

Our letter of February 5, 2018, transmitted the second revised tentative Waste Discharge Requirements and Cease and Desist Order (WDRs/CDO) for the Santa Paula Water Recycling Facility – the City of Santa Paula.

Pursuant to Division 7 of the California Water Code, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) at a public meeting held on February 8, 2018, reviewed the second revised tentative WDRs/CDO, considered all factors in the case, and adopted WDRs Order No. R4-2018-0022 and CDO No. R4-2018-0023 (copies enclosed) relative to this discharge. The adopted WDRs/CDO will be posted on the Regional Board’s website at:

http://www.waterboards.ca.gov/losangeles/board_decisions/adopted_orders/

The City of Santa Paula shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under the WDRs/CDO, including groundwater monitoring data, discharge location data, and searchable Portable Document Format of monitoring reports to the State Water Resources Control Board GeoTracker database under Global ID WDR100000849.

If you have any questions, please contact the Project Manager, Dr. Don Tsai at (213) 620-2264 (Don.Tsai@waterboards.ca.gov), or me at (213) 576-6683 (Eric.Wu@waterboards.ca.gov).

Sincerely,

Eric Wu, Ph.D., P.E.
Chief of Groundwater Permitting Unit

Enclosures:

1. Waste Discharge Requirements Order No. R4-2018-0022
2. Attachments A to E
3. Cease and Desist Order No. R4-2018-0023

cc (via email):

Mr. John Ilasin – City of Santa Paula
Mr. Jim Kuykendall – Stantec
Ms. Ashli Desai – Larry Walker Associates
Ms. Stephanie Medina, Heal the Bay
Mr. William C. Stratton, County of Ventura Environmental Health Division
Mr. Jeff Pratt, Ventura County Public Works Agency
Mr. Chris Theisen, Ventura Regional Sanitation District
Mr. Mauricio E. Guardado, United Water Conservation District
Department of Fish and Game, Region 5
Ventura County Waterworks District 16
Mr. Donald Westerdale
Mr. David Lippert
Mr. Norman Bigott
Ms. Kate Neiswender
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Mr. David W. Rowlands, City of Fillmore

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LOS ANGELES REGION**

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**ORDER NO. R4-2018-0022
FILE NO. 06-189
CI NO. 9259**

**WASTE DISCHARGE REQUIREMENTS
FOR
CITY OF SANTA PAULA
(SANTA PAULA WATER RECYCLING FACILITY)**

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) finds:

PURPOSE OF ORDER

1. The City of Santa Paula (City or Discharger) is the owner of the Santa Paula Water Recycling Facility (SPWRF), a Publicly-Owned Treatment Works (POTW), located at 920 Corporation Street in Santa Paula, California (Figure 1). The SPWRF, currently operated by American Water, discharges tertiary-treated wastewater to groundwater via three percolation ponds adjacent to the facility.
2. The City was previously regulated under Waste Discharge Requirements (WDRs) contained in Order No. R4-2007-0028, adopted by this Regional Board on May 3, 2007. The Regional Board amended Order No. R4-2007-0028 three times as follows:
 - A. Order No. R4-2010-0074, adopted by this Regional Board on May 6, 2010, required that effluent discharged to percolations ponds shall not exceed 2.6 million gallons per day (MGD).
 - B. Order No. R4-2007-0028-R02, adopted by this Regional Board on February 2, 2012, incorporated pretreatment program requirements and corresponding monitoring requirements.
 - C. Order No. R4-2007-0028-R03, adopted by this Regional Board on April 6, 2017, extended the expiration date of Order No. R4-2007-0028 from May 3, 2010 to December 15, 2017 or upon future issuance of new or revised WDRs.
 - D. Order No. R4-2007-0028-R04, adopted by this Regional Board on December 21, 2017, extended the expiration date of Order No. R4-2007-0028 from December 15, 2017 to March 31, 2018 or upon future issuance of new or revised WDRs.
3. On October 1, 2015, the Regional Board directed the City to submit a Report of Waste Discharge (ROWD) for application of renewal of the City's WDRs to discharge treated wastewater from the SPWRF to the percolation pond. On December 5, 2015, the City filed its ROWD for the SPWRF.

4. To verify the information provided in the ROWD, Regional Board staff conducted inspections of the SPWRF on December 8, 2015 and December 28, 2016, including the wastewater treatment processes, percolation ponds, and groundwater monitoring wells.
5. The purpose of this Order is to renew WDRs for the City's SPWRF. This Order includes updates to effluent limitations, groundwater limitations, and Monitoring and Reporting Program (MRP) CI No. 9259 to ensure that the City's discharge of waste complies with water quality objectives set forth in the *Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties* (Basin Plan) and is protective of beneficial uses.

BACKGROUND

6. Before 2010, the City's wastewater was treated at the Santa Paula Wastewater Reclamation Plant (Plant), which discharged the treated wastewater to the Santa Clara River. That discharge was regulated by a National Pollutant Discharge Elimination System (NPDES) permit. Due to the age of the Plant, which was built in 1939, the City was unable to comply with the effluent limitations for biological oxygen demand (BOD), total suspended solids (TSS), turbidity, bacteria, residual chlorine, nitrate-nitrite, sulfate, and toxicity, as set forth in its NPDES permit. More than 3,000 violations at the Plant lead the Regional Board to engage in settlement discussions with the City, resulting in a Stipulated Consent Judgment and Final Order in 2007. The City chose to build a new treatment plant, the SPWRF, to discharge to groundwater through percolation ponds. The City was required to complete construction of the new SPWRF by September 15, 2010 and be in full compliance with WDRs set forth in Order No. R4-2007-0028 by December 15, 2010.
7. Construction of the SPWRF began in July 2008 and was completed in December 2009. The SPWRF began accepting partial flow in April 2010 and then accepted all flow from the City in May 2010. The Plant built in 1939 was thereafter decommissioned.
8. According to the United States Census Bureau, approximately 19% of the population in the City have income levels below the poverty line, and approximately 25% of area in the City is categorized as a disadvantage community (less than 80% of the State's median household income) or a severely disadvantaged community (less than 60% of the State's median household income). The average sewer fee assessed for a single family was about \$88, based on the City's *2014 Water and Sewer Rate Study Results*.
9. Drinking water supplied to the City is produced from deep wells including Well 1-B, Well 11, Well 12, Well 13, and Well 14, which are owned and operated by the Water Division of the City and produce up to 10.6 MGD. Water produced at all five wells between 2010 and 2016 complied with all primary state and federal drinking water standards. Table 1 summarizes drinking water test results for total dissolved solids (TDS), sulfate, chloride, and boron from the City's 2010-2016 Annual Water Quality Reports, as compared to the groundwater quality objectives (GQOs) set forth in the Basin Plan.

Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)				
Period	TDS	Sulfate	Chloride	Boron
2010	941	440	43	0.53
2011	918	428	41	0.54

Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)				
Period	TDS	Sulfate	Chloride	Boron
2012	964	442	42	0.52
2013	693	208	47	0.52
2014	975	420	42	0.54
2015	941	405	44	0.47
2016	981	440	48	0.55
GQOs	2000	800	110	1.0

CURRENT FACILITY AND TREATMENT PROCESS DESCRIPTION

10. SPWRF and Vicinity

- A. The SPWRF (34° 19' 56.3" N, 119° 04' 57.2" W) is sited on a 50-acre parcel along Calpipe Road and Todd Lane in Santa Paula, California (Figure 1). The SPWRF is approximately 1,200 feet southeast of Highway 126, approximately 1,000 southwest of Shell Road, and approximately 1,300 feet northwest of the Santa Clara River.
- B. The SPWRF is located over the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4) (Figure 2).

11. SPWRF Treatment

- A. The SPWRF treats wastewater generated within the City and is designed for a flow of 4.2 MGD. Based on the discharge records between July 2010 and June 2017, the monthly average effluent discharged from the SPWRF ranged between 1.36 and 2.44 MGD, with an average of 1.86 MGD.
- B. The wastewater treatment process at the SPWRF (See Figure 3 for process flow schematic) consists of preliminary treatment (coarse and fine mechanical screening and grit removal at the Influent Lift Station), flow equalization (two flow equalization tanks), secondary treatment (three aeration tanks with nitrification and denitrification activated sludge), tertiary treatment (six biomembrane reactors, providing further carbonaceous oxidation, nitrification/denitrification and solids removal to meet the limits of the WDRs), and disinfection (UV). Treated and disinfected effluent is discharged to three percolation ponds (Figure 4). The returned activated sludge is treated at two of three aerobic digesters (one aerobic digester is for backup) after being thickened at two thickeners. The solids generated at the aerobic digesters receive final dewatering at the screw dewatering press. Final solids meeting the United States Environmental Protection Agency (USEPA) Class B reuse standards are sent to the Ventura County Regional Bio-Solids facility.
- C. The SPWRF was not designed to remove chloride. Since the SPWRF has no ability to remove chloride, chloride is passed through to the effluent and then groundwater via discharges to the percolation pond.

- D. The City owns and operates the sewer collection system, which conveys domestic, commercial, and industrial wastewater to the SPWRF. Two industrial users within the City are Aurora Casting (metal foundry) and Saticoy Lemon (lemon packing house). The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of the sewer collection system. The City has been implementing an industrial wastewater Pretreatment Program for the SPWRF, which has been approved by the USEPA and the Regional Board.
- E. Percolation Ponds
 - i. The three percolation ponds were built on approximately 34 acres of agriculture land (Figure 4) and are located along Todd Lane in the Santa Clara-Santa Paula Groundwater Basin area.
 - ii. The Regional Board classified the discharge to the percolation pond as a discharge of treated wastewater to land that is subject to WDRs.
 - iii. A hydrologic model completed by the City in 2008 indicated that the percolation pond have a maximum discharge capacity of 2.6 MGD during wet years. Therefore, the allowable discharge of the SPWRF was reduced from 8 MGD to 2.6 MGD in Order No. R4-2010-0074 (amending Order No. R4-2007-0028).

GROUNDWATER DEPTH AND MONITORING WELLS

- 12. Depth to groundwater within the shallow aquifer at the site ranges from approximately 15 to 49 feet below ground surface. Groundwater gradients generally appear to parallel the ground surface, gently sloping downward to the southwest. During wet years, groundwater may rise to within 10 to 11 feet below ground surface in the area along the Santa Clara River.
- 13. The City owns and currently samples eight (8) groundwater monitoring wells, including MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8 (shown on Figure 4). Per Section IV.C.3 of the Monitoring and Reporting Program (MRP) (Attachment E), the City will be proposing a modified groundwater monitoring network. Upon approval by the Executive Officer, the modified groundwater monitoring network will be used to determine compliance with the groundwater limitations in this Order, demonstrate that the discharge via percolation ponds does not cause mounding of groundwater, and to generally monitor the change of groundwater quality to ensure that the discharge does not cause adverse impacts to groundwater.

COMPLIANCE HISTORY

- 14. Based on data collected from July 2010 to June 2017, the City had the following number of exceedances recorded in the effluent and groundwater at the SPWRF, which are identified in Table 2.

Table 2 – Number of Exceedances Recorded in Effluent and Groundwater		
Pollutants	Effluent	Groundwater
Chloride	84	174
Di(2-ethyl)phthalate	1	---

Pollutants	Effluent	Groundwater
Dioxin	1	---
Total nitrogen	1	---
Nitrate plus nitrite	---	1
Sulfate	---	1
chromium	---	5
Aluminum	---	10
Nickel	---	1
Boron	---	1

Multiple effluent and groundwater limitations were exceeded during the period between the 2nd quarter of 2010 and the 3rd quarter of 2011. Beginning with the 4th quarter of 2011, the City had met all effluent limitations except for chloride. As previously noted, the SPWRF was not designed to remove chloride. The monthly effluent chloride concentration ranged from 125 to 166 mg/L and continuously exceeded the effluent chloride monthly average of 110 mg/L. Table 3 summarizes the annual average chloride concentrations in the SPWRF effluent.

2010	156
2011	153
2012	149
2013	155
2014	145
2015	134
2016	137
2017 (Jan – Jun)	141
Range^[2]	144.4 ± 8.2

Table Notes:

- [1] All data collected from grab samples.
- [2] Data range is based on one standard deviation.

15. Table 4 summarizes the groundwater annual average chloride concentration before and after the SPWRF began discharging via the percolation pond. The annual average chloride groundwater concentration was 108 mg/L at the downgradient water supply Well AW03 prior to initiation of discharge at the percolation pond in 2010. After the SPWRF began discharging to the percolation pond, the annual average chloride groundwater concentration increased to 135 mg/L at Well AW03. Monitoring data from the upgradient groundwater monitoring Well MW-3 indicates an annual average chloride groundwater

concentration of 100 mg/L. This information suggests that the background groundwater chloride concentration was around 100 mg/L. Groundwater chloride concentrations at the downgradient groundwater monitoring Well MW-5 have been recorded between 135 and 155 mg/L, with an average of 142 mg/L. This data closely aligns with the SPWRF's effluent chloride concentration of approximately 144 mg/L (Table 3). The groundwater and effluent data indicate that the chloride discharges from the SPWRF have impacted, and continue to impact, the receiving groundwater quality in the vicinity of the SPWRF.

Table 4 – Annual Average Chloride Concentration^[1] in Groundwater (mg/L)			
Period	Downgradient MW-5^[2]	Downgradient 03N21W21G03S^[3]	Upgradient MW-3^[4]
Prior to Discharge from SPWRF			
2003	---	113	---
2004	---	111	---
2005	115	117	92
2006	114	112	88
2007	108	110	85
2008	87	100	78
2009	74	92	96
Range^[5]	99.6 ± 16.3	107.9 ± 8.6	87.8 ± 6.1
After Discharge from SPWRF			
2010 (Jul – Dec)	145	138	93
2011	145	146	112
2012	153	135	87
2013	155	136	103
2014	135	129	115
2015	136	129	108
2016	135	134	103
2017 (Jan – Jun)	121	131	82
Range^[5]	142.4 ± 17.6	134.0 ± 6.7	100.2 ± 15.2

Table Notes:

- [1] All data collected from grab samples.
- [2] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-5 with screen intervals of 42 to 62 feet, located approximately 50 feet downgradient from Percolation Pond 3.
- [3] Water supply Well AW03 is owned and operated by a private entity. This well is located approximately 300 feet southwest of Well MW-5. The screen intervals of Well AW03 are from 80 to 120 below surface grade. Water produced at this well is used for agricultural irrigation only.

- [4] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-3 with screen intervals of 25 to 45 feet, located approximately 1,800 feet upgradient from Percolation Pond 1.
 - [5] Data range is based on one standard deviation.
16. The Regional Board issued three Notices of Violation (NOVs) to the City, dated November 3, 2011, December 30, 2014, and March 20, 2017, for exceedances of the chloride effluent and groundwater limitations in Order No. R4-2007-0028. These NOVs required the City to implement corrective and preventative actions to bring the City's discharge to full compliance with the chloride effluent limitation and receiving water requirements specified in Order No. R4-2007-0028.

PLAN FOR CHLORIDE COMPLIANCE

17. The City's efforts to reduce the chloride concentration in the influent to the SPWRF are summarized below:
- A. The City identified that the influent to the SPWRF contains brine with elevated chloride concentration from Self-Regenerating Water Softeners (SRWS). There are approximately 1,250 residential SRWS used in the City.
 - B. On September 5, 2006, the City established Ordinance No. 1160 prohibiting the installation or replacement of residential SRWS.
 - C. On June 22, 2015, the City adopted Resolution No. 6918 approving a SRWS Buyback and Incentive Program. This program offers a financial incentive to residents to voluntarily remove SRWS. A Kick-Off SRWS Buyback event was held on September 19, 2015. The removal of SRWS under this program began in October 2015. As of September 30, 2017, 255 of the approximately 1,250 SRWS have been removed. Table 5 summarizes the progress of SRWS removal by comparing the monthly average chloride concentration in the effluent compared to the accumulated number of SRWS removed. A reliable decreasing trend for chloride has not been observed in the effluent.

Table 5 – Monthly Average Chloride Concentration^[1] in Effluent Compared to Accumulated Number of SRWS Removed		
Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
April 2015	0	135
May 2015	0	134
June 2015	0	132
July 2015	0	136
August 2015	0	134
September 2015	0	129
October 2015	23	132
November 2015	46	133

Table 5 – Monthly Average Chloride Concentration^[1] in Effluent Compared to Accumulated Number of SRWS Removed		
Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
December 2015	58	129
January 2016	74	146
February 2016	83	139
March 2016	96	138
April 2016	106	137
May 2016	115	138
June 2016	122	138
July 2016	125	134
August 2016	135	125
September 2016	158	133
October 2016	166	142
November 2016	196	140
December 2016	200	141
January 2017	220	146
February 2017	228	157
March 2017	233	143
April 2017	236	131
May 2017	243	134
June 2017	244	134
July 2017	247	129
August 2017	254	125
September 2017	255	129
Monthly Range^[2]	---	136.4 ± 7.4

Table Notes:

- [1] All data collected from grab samples.
- [2] Data range is based on one standard deviation and results from data collected between October 2015 and September 2017.

18. To address the City's chloride exceedances in the effluent and groundwater, the Regional Board required the City to submit a Chloride Reduction Workplan. Board staff also met with the City on several occasions to discuss the City's chloride exceedances. A summary of these events are as follows:

- A. On December 19, 2013 and May 11, 2015, the Regional Board met with the City to discuss its Chloride Reduction Workplan. The City's Chloride Reduction Workplan includes the following tasks:
 - i. Prohibit SRWS installations or replacements;
 - ii. Implement a SRWS Buyback Program;
 - iii. Implement a Recycled Water Program to reduce effluent discharged to the three percolation ponds; and
 - iv. Implement Supplemental Strategies, if needed, including advanced treatment (e.g. reverse osmosis) and disposal of brine.
 - B. On January 28, 2016, Regional Board staff discussed with the City the necessary actions to reduce the chloride concentration in the effluent, which included the SRWS Buyback Program. The City also proposed to explore application of recycled water at locations other than identified groundwater hot spots and to conduct groundwater impact investigation and remediation activities. The City was notified that detailed schedules and milestones were required for all actions.
 - C. On March 8, 2016 and September 14, 2016, the City met with Regional Board staff to provide an update of its SRWS Buyback Program efforts. The City noted that five City employees were deployed to conduct door-to-door visits to encourage participation in the SRWS Buyback Program among 7,500 dwellings within the City.
 - D. On October 31, 2016, the City met with Regional Board staff to provide an update on the following topics:
 - i. Status of implementing the chloride compliance strategy and potential for reduction of effluent discharged to the three percolation ponds via the City's Recycled Water Program;
 - ii. Assimilative capacities for chloride at different groundwater locations beneath the City based on the Salt and Nutrient Management Plan for the Lower Santa Clara River Basin; and
 - iii. Groundwater hot spots (i.e., chloride-impaired areas with no assimilative capacity for recycled water applications) in the City.
19. On July 9, 2015, the Regional Board adopted Resolution No. R15-007, an amendment to the Basin Plan that incorporated stakeholder-developed groundwater quality management plan for salts and nutrients in the Lower Santa Clara River groundwater basins. Groundwater quality management measures were developed by stakeholders as part of the Salt and Nutrient Management Plan (SNMP) for the Lower Santa Clara River Basins in Ventura County. Such plans are a requirement of the State Water Resources Control Board's (State Water Board) Recycled Water Policy and are intended to maintain high quality waters and to protect the beneficial uses of groundwater while promoting recycled water use throughout the state. The SNMP utilized a groundwater quality model that characterized the water quality in the Santa Paula Basin and examined the degree of impairment to water quality in the Basin. The model shows there is available assimilative

capacity for salts and nutrients, including chloride, in most areas of the Santa Paula Basin to allow for recycled water projects consistent with the Recycled Water Policy. As described below, the City is planning to recycle effluent that is currently discharged to the percolation pond.

20. The City developed and utilized a simple spreadsheet mixing model, the *Groundwater Chloride Transportation Model* (Chloride Model), to analyze the effect of future effluent discharges on groundwater over time at various distances from the percolation pond. The City's modelling assumed some degradation of groundwater with respect to chloride within a limited range of mixing zone radius below and adjacent to the SPWRF, measured from the boundaries of the percolation pond. This distance is the maximum allowable distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less in order to provide protection to groundwater beneficial uses at the first encountered water supply wells which are at 150 feet away from the percolation ponds. Groundwater within the mixing zone will exceed the chloride GQO of 110 mg/L. Mass-volume balance calculations along with Darcy's Law are used to account for travel in porous media. The Chloride Model simulates instantaneous and complete mixing of ambient groundwater with effluent seepage reaching the water table from the percolation pond using SPWRF data for flow and chloride effluent concentrations. It was conservatively assumed that any effluent discharge to the percolation pond would infiltrate into the underlying aquifer and not be diverted for other uses. Groundwater parameters within the spreadsheet model were selected based on recent monitoring reports in order to be representative of average conditions within the vicinity of the SPWRF. The Chloride Model assumes an initial volume of groundwater underlying the ponds possessing background chloride concentrations of 136 mg/L. The volume of the existing groundwater body is calculated as the product of the radius of interest (150-1200 feet), an assumed saturated thickness of potentially impacted groundwater (50 feet), and the porosity of the underlying sediments (assumed to be 0.2) based on the low end of published literature values for a sand and gravel mixture. Based on the regional groundwater quality data documented in the SNMP, regional groundwater inflow is assumed to have a chloride concentration of 91 mg/L.

On December 14, 2016, Regional Board staff met with the City to discuss the results of the Chloride Model, which evaluated compliance with the groundwater quality objectives beneath and adjacent to the three percolation ponds, for various discharge scenarios. Based on Regional Board staff's comments, the City implemented additional discharge scenarios in the Chloride Model, which was discussed in meetings held on February 8, 2017, February 17, 2017, July 24, 2017, and August 7, 2017.

21. The Chloride Model simulated chloride concentrations in the receiving groundwater resulting from chloride mass loading reduction in the three percolation ponds. The Model predicted GQOs being achieved at 150 feet away from the percolation pond when the total mass of chloride in the effluent is significantly reduced. The initial mass of chloride is calculated based on the average chloride effluent concentration of 135 mg/L and the discharge rate of 2.2 MGD [95 percentile of monthly average effluent flows, resulting from data recorded between October 2015 (beginning of the SRWS Buyback Program) and June 2017], which results in 2,479 pounds total mass of chloride discharged per day. The reduction of chloride mass discharged to the percolation pond can be achieved by improving the effluent chloride concentration (e.g., source control or treatment), or diverting a significant amount of flow for recycled water uses, or a combination of both in order to protect water supply Wells AW01, AW02, and, AW03, approximately 150, 150, and 300 feet, respectively, away from

percolation ponds. Water produced from these wells is primarily for agricultural irrigation use.

To achieve the chloride GQO of 110 mg/L in groundwater at least 150 feet away from the percolation pond, the City provided various effluent chloride concentration and allowable flow combinations (Table 6). Based on the hydrology and hydrogeologic condition at the SPWRF percolation ponds area, the higher the concentration of chloride in the effluent, the less volume and mass can be discharged to percolation ponds to comply with the chloride GQO in the Basin Plan. For example, if the chloride concentration in the effluent is 135 mg/L, only 0.07 MGD, which is equivalent to 79 pounds of chloride per day, could be discharged to the percolation pond to achieve the chloride GQO of 110 mg/L at 150 feet away from the percolation pond. If the chloride concentration in the effluent is reduced to 120 mg/L, then more flow (0.2 MGD) can be discharged to the percolation pond and achieve the chloride GQO 150 feet away from the percolation pond.

Table 6 – Groundwater Chloride Transportation Model - Continuous Discharge			
Chloride Effluent Concentration	Flow to Percolation Ponds (% of 2.2 MGD)	Allowable Effluent Mass Load to Groundwater (Daily)	Chloride Groundwater Concentration at 150 feet
135 mg/L	0.07 MGD (3.2%)	79 pounds (lbs)	110 mg/L
130 mg/L	0.1 MGD (4.5%)	108 lbs	110 mg/L
125 mg/L	0.13 MGD (5.9%)	135 lbs	110 mg/L
120 mg/L	0.2 MGD (9.1%)	200 lbs	110 mg/L
115 mg/L	0.4 MGD (18.2%)	384 lbs	110 mg/L

22. To achieve compliance with the chloride GQO in this Order and to conserve potable water, the City plans to reduce the volume of effluent, and thus a reduction of the chloride mass discharged to the percolation pond by providing recycled water for various local uses. The Regional Board has evaluated the planned recycle projects and has determined that they will be consistent with the State Water Board’s Recycled Water Policy and will still preserve available assimilative capacity within the Santa Paula Basin consistent with the SNMP. The mass-based effluent limitation for chloride in this Order reflects the City’s chosen compliance option. The groundwater limitations are based on the GQOs in the Basin Plan.
23. On December 22, 2015, the City submitted the Recycled Water Program Technical Report and Notice of Intent with the Title 22 Engineering Report to the State Water Board’s Division of Drinking Water (DDW) for approval. DDW conditionally approved the Title 22 Engineering Report on August 19, 2016. On June 14, 2017, the Regional Board enrolled the City’s recycled water program under separate *Water Reclamation Requirements for Recycled Water Use*, Order WQ 2016-0068-DDW, issued by the State Water Board on June 7, 2016.
24. In the City’s report, *Chloride Load Reduction Milestones*, submitted to the Regional Board on March 14, 2017, the City included the construction of reverse osmosis treatment at the SPWRF as an option (under Supplemental Strategies), if needed, in order to comply with the chloride groundwater quality objective of 110 mg/L. The City will continue its source

control efforts to remove SRWSs and will first focus on recycling most of its effluent in order to bring the groundwater back into compliance with GQOs. Progress with these efforts will be assessed at Year 2022 and determination will be made as to whether advanced treatment will be required to meet the chloride GQO at Year 2027. If advanced treatment is required, effluent limits will be applied in a way to ensure protection of all beneficial uses, including salt-sensitive crops.

25. Due to the following reasons, the City cannot immediately comply with the chloride effluent and groundwater limitations prescribed in this Order: (1) elevated chloride concentrations in the influent, (2) the wastewater treatment process not currently designed to remove chloride out of the waste stream, and (3) time needed to construct recycled water pipelines to deliver recycled water to users. In addition, the current progress of the City's SRWS Buyback Program does not reliably ensure that the SPWRF will comply with the chloride effluent and groundwater limitations. Therefore, the Regional Board has determined that issuance of an accompanying CDO is appropriate and necessary to put the City on the path towards compliance with the effluent and groundwater limitations for chloride set forth in this Order. The CDO requires the City to comply with interim chloride effluent and groundwater limitations and implement actions pursuant to a prescribed time schedule. The CDO provides an option for the City to consider an alternative approach including a request to the Regional Board to consider a Basin Plan amendment for revision of the GQO based on studies on chloride and salt-sensitive agriculture and after formation of a stakeholder working group.

By the end of the CDO schedule, there will be permitted degradation of groundwater with respect to chloride within a limited mixing zone radius downgradient and adjacent to the SPWRF percolation ponds, measured from the boundaries of the percolation pond to 150 feet. This distance is the shortest distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less. Groundwater within the 150-foot mixing zone will exceed the chloride GQO of 110 mg/L. Based on the available data, there are no water supply wells within the 150-foot mixing zone. The City can arrange for alternative water supplies for any well owners in the mixing zone, if any are discovered.

GLOBAL WARMING AND CLIMATE CHANGE

26. The observed century-scale rise in the average temperature of the Earth's surface, oceans, and atmosphere, commonly recognized as the Global Warming, has resulted in extreme climate change, such as the extreme drought and extremely heavy rainfall. In Southern California, the predicted impacts of climate change are numerous. Annual average temperatures are expected to increase, coupled with a higher frequency of extreme heat days. A likely consequence of this warmer climate will be more severe drought periods, leading to an increase in the amount and intensity of fires and a longer fire season. In addition, precipitation patterns are likely to be modified. A decrease in snowfall, combined with warmer temperatures, will induce a decrease in the amount and duration of snowpack, an essential source of freshwater to the region. The increasing occurrence of extreme precipitation events will amplify the risk of flooding, which recently happened in Southern California.

These impacts will affect water quality in multiple ways, including changes in stream flow, aquatic habitats, surface water temperature, pollutant levels, sedimentation, algal growth, and salinity levels and acidification in coastal areas. For permitted facilities such as

Publically Owned Treatment Works (POTWs), specific impacts could include, but are not limited to, an increase in the concentration of pollutants entering the facility, an increase in the temperature of effluents and receiving waters, an increase in storm water inflow and infiltration, increase in flooding/inundation of facilities, sewer overflows, power outages, pump maintenance issues, and onsite or nearby hillside destabilization.

Executive Order B-30-15, issued on April 29, 2015, recognizing the challenges posed by climate change, directed state agencies to take climate change into account in their planning decisions, guided by the following principles: Priority should be given to actions that both build climate preparedness and reduce greenhouse gas emissions; where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts; actions should protect the state's most vulnerable populations; and natural infrastructure solutions should be prioritized.

This Order contains provisions to require planning and actions to address climate-related impacts that can cause or contribute to violations of this Order and/or degradation of waters of the state.

27. The SPWRF was designed to include protection from a 100-year storm event in the Santa Clara River. The SPWRF buildings and percolation ponds are located behind a dike that has an elevation above the elevation anticipated as the result of a 100-year storm event. The design documents and potential flood flow assessment is contained in files in the City's Building & Safety Department. The elevation of the dike at the SPWRF is 23 feet higher than the Santa Clara River located at approximately 1,300 feet southeast. This elevation separation provides additional protection from a possible flood overflow from the Santa Clara River caused by the climate change. It should also be noted that the SPWRF is located outside of the Santa Clara River floodway defined by the Federal Emergency Management Agency and the Ventura County Watershed Protection District. Lastly, the SPWRF is equipped with a backup generator that is capable of operating the SPWRF through power outages and other emergencies.

Climate change may also increase drought and related impacts such as reduced potable water supply and/or changing water supplies, which may be of less quality.

APPLICABLE LAWS, PLANS, POLICIES, AND REGULATIONS

28. This Order serves as WDRs pursuant to Division 7, Chapter 4, Article 4 of the California Water Code (commencing with section 13260). WDRs have been established because discharges from the SPWRF have the potential to affect the quality of the waters of the State, to impact the beneficial uses of those waters, and/or to cause a nuisance. The Regional Board developed the requirements of this Order based on information submitted as part of the application, through monitoring and reporting programs, and other available information.
29. Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan) - On June 13, 1994, the Regional Board adopted a comprehensive revision to the Basin Plan. The Basin Plan: (i) designates beneficial uses for surface and groundwater, (ii) establishes narrative and numeric water quality objectives that must be attained or maintained to protect the designated beneficial uses, and (iii) sets forth implementation programs to achieve those objectives for all waters addressed through the Basin Plan. The Basin Plan also incorporates State Water Board Resolution No. 68-16 (see finding below for detail). In addition, the Basin Plan

incorporates applicable State and Regional Board plans and policies and other pertinent water quality policies and regulations. The Basin Plan has been amended occasionally since 1994, including recent administrative updates. The requirements in this Order implement the Basin Plan.

30. Beneficial Uses - The SPWRF overlies the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4). The Basin Plan identifies beneficial uses for regional waters, including those based on State Water Board Resolution No. 88-63 ("Sources of Drinking Water Policy"), which established state policy that all surface and ground waters of the State, with certain exceptions, are considered suitable or potentially suitable for municipal or domestic water supply. Beneficial uses applicable to the receiving groundwater are as follows:

Table 7 – Basin Plan Beneficial Uses of Groundwater	
Receiving Water	Beneficial Use(s)
Santa Clara-Santa Paula Groundwater (DWR Basin No. 4-4)	<u>Existing:</u> Municipal and domestic supply (MUN); industrial service supply (IND), industrial process supply (PROC), and agricultural supply (AGR).

31. Title 22, California Code of Regulations (CCR) - To protect sources of drinking water, the Basin Plan (Chapter 3) incorporates the primary and secondary maximum contaminant levels (MCLs) for inorganic, organic, and radioactive contaminants in drinking water as water quality objectives. These MCLs are codified in CCR, Title 22, Division 4. This incorporation by reference is prospective including future changes to the incorporated provisions as the changes take effect. The primary MCLs (see Attachments A-1 to A-6) are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. The Basin Plan also specifies that "Ground waters shall not contain taste or odor-producing substances in concentrations that cause nuisance or adversely affect beneficial uses." Therefore, the secondary MCLs, which are limits based on aesthetic, organoleptic standards, are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. These water quality objectives are implemented in this Order to protect the designated beneficial uses.
32. Domestic Water Quality – In compliance with California Water Code section 106.3, it is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet MCLs implemented by the Basin Plan that are designed to protect human health and ensure that water is safe for domestic use.
33. Impaired Water Bodies on Clean Water Act Section 303(d) List/Total Maximum Daily Loads (TMDLs) – The Santa Clara River is listed on the Clean Water Act Section 303(d) List as impaired by ammonia in Reach 3 and by nitrate plus nitrite in Reach 7. To address this impairment, the Regional Board established the Santa Clara River Nitrogen Compounds TMDL on August 7, 2003 by Regional Board Resolution No. 2003-011. The State Water Board approved the TMDL on November 19, 2003 (Resolution No. 2003-0073) and OAL approved it on February 27, 2004. The TMDL became effective upon approval of the U.S. Environmental Protection Agency on March 18, 2004. Concentration-based loads for

nitrogen compounds are allocated for nonpoint sources. The Discharger is subject to the following assigned load allocation for nonpoint sources:

Table 8 – Nonpoint Source Load Allocation for Santa Clara River Nitrogen Compounds TMDL	
Combined Ammonia, Nitrate, Nitrite (NH ₃ -N + NO ₂ -N + NO ₃ -N) Loads as Nitrogen	Monthly Average: 10 mg/L

34. California Water Code section 13263 requires that the Regional Board, when prescribing waste discharge requirements, take into consideration the factors in section 13241. The Regional Board has considered those factors in establishing the WDRs in this Order.
35. State Water Board Resolution No. 68-16, Antidegradation Policy – State Water Board Resolution No. 68-16 "Statement of Policy with Respect to Maintaining High Quality of Waters in California" (also called the "Antidegradation Policy") requires the Regional Board, in regulating the discharges of waste, to maintain high quality waters of the state unless it is demonstrated that any change in quality is consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality less than that described in the State Water Board's policies (e.g., quality that exceeds water quality objectives). Further, any activity that produces waste must meet waste discharge requirements that will result in the best practicable treatment or control (BPTC) of the discharge necessary to assure that (a) pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the State will be maintained.

Excepting chloride (discussed below), the SPWRF's discharge is high quality, tertiary-treated effluent meeting groundwater quality objectives in the Basin Plan and MCLs for drinking water. The Regional Board finds that the discharge, as allowed in this Order, is consistent with Resolution No. 68-16 since this Order: (1) requires compliance with the requirements set forth in this Order, including the use of best practicable treatment and control of the discharges, (2) requires implementation of a Monitoring and Reporting Program (MRP); and (3) requires that the discharges comply with effluent limits to meet water quality objectives. This Order establishes limitations and requirements that will not unreasonably threaten present and anticipated beneficial uses or result in receiving ground water quality that exceeds water quality objectives set forth in the Basin Plan. This means that where the stringency of the limitations for the same waste constituent differs according to beneficial use, the most stringent limit applies as the governing limitation for that waste constituent, unless otherwise justified. This Order contains tasks for assuring that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved.

The discharge of chloride authorized by this Order will cause some limited and localized groundwater degradation in the immediate vicinity of the SPWRF percolation ponds. Untreated discharges of chloride over the last 10 years have resulted in elevated concentrations of chloride in the effluent and groundwater. The groundwater quality objective for chloride is 110 mg/L and the average effluent chloride concentration in 2016 was 137 mg/L. To comply with the chloride groundwater limitations in this Order, which are based on the chloride groundwater quality objective, the City intends to implement recycled water projects to reduce flow to the percolation pond, and thus reduce the mass loading of chloride to the groundwater. This will greatly shrink the area of influence of the wastewater and largely restore the impaired groundwater zone adjacent and downgradient to the

percolation pond. However, implementation of recycled water projects in the Santa Paula area will take time to fully implement, which will result in continued localized degradation. While groundwater within the 150-foot mixing zone adjacent to the percolation ponds will exceed the chloride groundwater quality objective, this Order imposes limits on flow and chloride mass loading in the effluent to ensure receiving groundwater beneficial uses will be maintained and supported. Beneficial uses will be maintained as all wells utilized for crop irrigation will be located outside the mixing zone.

In order to more immediately reduce the chloride concentration in the effluent and groundwater to 110 mg/L at the percolation pond, the City would need to install a Reverse Osmosis (RO) system to treat all or a portion of the effluent. The Regional Board recognizes that reducing chloride concentrations in the effluent or in the groundwater by using RO can be costly. The current estimated cost for the City to install a RO system is \$26.6 million with annual operating and maintenance costs of \$1.6 million, including brine waste disposal. These costs would be passed on to the ratepayers, who already pay one of the highest sewer rates in the State. The City is also a small low-income community. The costs of RO treatment depends on the volume of effluent or groundwater to be treated in order to meet the groundwater quality objectives specified in the Basin Plan. Therefore, rather than install costly RO at this time, the requirements in this Order provide the City with the opportunity to first pursue recycling efforts and source reduction through the SRWS Buyback Program to meet groundwater quality objectives. If these efforts are deemed unsuccessful, the City may need to implement RO technology as an additional treatment mechanism in the future. Other basin-specific solutions can also be explored to minimize costs while restoring protection of beneficial uses.

Reference is also made to the Regional Board's past efforts to address chronic chloride exceedances in the Upper Santa Clara River, which utilized findings from studies on chloride and salt-sensitive agriculture. The first of the special studies, entitled "Literature Review and Evaluation (LRE)," was an evaluation of the appropriate chloride threshold for the reasonable protection of salt-sensitive agriculture. The LRE, which was completed in 2005, found that the best estimate of a chloride hazard concentration for avocado crops falls within the range of 100 to 117 mg/L. An independent technical advisory panel (TAP) reviewed the LRE and found a similar protective range of 100 to 117 mg/L. The TAP found that the upper end of the range is only protective if other factors such as quantity and timing of irrigation water and soil drainage are not limiting. An additional study completed in 2008, entitled "Compliance Averaging Period for Chloride Threshold Guidelines in Avocado," found that a 3-month averaging period of the LRE guidelines would be protective of avocados. The TAP co-chairs reviewed this study and agreed that a 3-month averaging period is appropriate. The Regional Board considered the LRE and TAP review of the LRE when developing site-specific water quality objectives (SSOs) for certain reaches of the Upper Santa Clara River to support the Alternative Water Resources Management (AWRM) approach proposed by the Santa Clarita Valley Sanitation District (SCVSD). The Regional Board found that the SSOs were consistent with antidegradation requirements, and subsequently established the SSOs on December 11, 2008 via Resolution No. R08-012. The Regional Board rescinded the SSOs in 2014 via Resolution R14-010 only after SCVSD decided to no longer pursue the AWRM approach.

Incorporating an approach that utilizes a recycled water approach and has limited groundwater degradation within the immediate vicinity of the percolation pond for chloride at levels that are above the groundwater quality objective is justified considering the socio-economic conditions of this small community that already has one of the highest sewage

rates in the state, and is consistent with State Water Board Resolution No. 68-16 in that the resulting water quality constitutes the highest water quality that is reasonable, considering all demands placed on the waters, economic and social considerations, and other public interest factors. Together, these factors are consistent with the maximum benefit to the people of the State.

36. California Water Code section 13267 authorizes the Regional Board to require the City to submit monitoring and technical reports as necessary to investigate the impact of a waste discharge on waters of the state. The monitoring and reporting requirements established in this Order are necessary to characterize the discharge, evaluate compliance with this Order, and evaluate groundwater quality and the extent of degradation, if any, caused by the discharge.
37. Publicly Owned Treatment Works (POTW) – The term POTW means a treatment works as defined by section 212 of the federal Clean Water Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment facility. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such treatment works. (40 C.F.R. section 403.3(q)). The SPWRF meets all of the above criteria and therefore is considered a POTW.
38. Pretreatment – The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of its sewer collection system. Pursuant to CCR, Title 23, section 2233 and Title 40, Code of Federal Regulations (C.F.R.), Part 403, the City has been implementing an approved industrial wastewater Pretreatment Program for the SPWRF since February 2012. The Regional Board finds it appropriate to require the City to continue to implement its approved Pretreatment Program.
39. Endangered Species Act Requirements - This Order does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code, §§ 2050 to 2097) or the Federal Endangered Species Act (16 U.S.C. §§ 1531 to 1544). This Order requires compliance with effluent limits, groundwater quality objectives, and other requirements to protect the beneficial uses of waters of the state. The Discharger is responsible for meeting all requirements of the applicable Endangered Species Act.
40. California Environmental Quality Act - This Order involves the renewal of WDRs for an existing facility. Therefore, this action to prescribe WDRs is exempt from the provisions of CEQA (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, Title 14, section 15301.

NOTIFICATION

41. The Regional Board has notified the Discharger and interested agencies and persons of its intent to prescribe WDRs for the discharge and has provided them with an opportunity to submit their written comments and recommendations.

42. The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.
43. Any person aggrieved by this action of the Regional Board may petition the State Water Board to review the action in accordance with California Water Code section 13320 and California Code of Regulations, title 23, section 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the Regional Board's action, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions will be provided upon request or may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality

IT IS HEREBY ORDERED that, in order to meet the provisions contained in Division 7 of the California Water Code (commencing with section 13000) and regulations adopted thereunder, the City of Santa Paula shall comply with the following requirements, including all attachments, in all operations and activities at the SPWRF:

I. INFLUENT LIMITATIONS AND REQUIREMENTS

Influent wastewater shall be limited to wastewater generated within the jurisdiction of the City.

II. EFFLUENT LIMITATIONS

- A. Discharges from the SPWRF shall not exceed the maximum effluent volume of 4.2 MGD and the quarterly average effluent volume of 2.6 MGD.
- B. Tertiary-treated effluent shall not exceed the effluent limits in Table 9 below.

Table 9 – Effluent Limits			
Constituents	Units	Monthly Average	Daily Maximum
Oil and grease	mg/L	10 ^[1]	15 ^[1]
Total suspended solids	mg/L	10 ^[1]	15 ^[1]
	% removal	≥ 85 ^[2]	---
BOD _{5@20°C}	mg/L	10 ^[1]	15 ^[1]
	% removal	≥ 85 ^[2]	---
Ammonia-N + Nitrate-N + Nitrite-N	mg/L	10 ^[3]	---
Nitrite-N	mg/L	1	---
Total Dissolved Solids	mg/L	2,000 ^[4]	---
Sulfate	mg/L	800 ^[4]	---
Boron	mg/L	1.0 ^[4]	---
Chloride	lbs/day	79 ^[5]	---

Table Notes:

[1] Limit is based on best professional judgment. Limits adopted by this Regional Board exist

in the permits for tertiary-treated wastewater treatment plants.

- [2] Limit is based on secondary treatment requirements, 40 C.F.R. section 133.102.
- [3] Limit is based on the Load Allocations for nonpoint sources set forth in the Santa Clara River Nitrogen Compounds TMDL, Resolution No. 2003-011.
- [4] Limit based on Basin Plan Groundwater Quality Objective.
- [5] This mass-based effluent limit is derived from the City's Chloride Model and Chloride Load Reduction Milestones, which is based on an allowable flow to the percolation pond of 0.07 MGD and chloride effluent concentration at 135 mg/L in order to meet the chloride groundwater quality objective of 110 mg/L at 150 feet from the percolation pond.

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- C. The pH of effluent discharged shall at all times be within the range of 6.5 to 8.5. Excursion from this range shall not be considered a violation provided the duration is not more than 10 minutes in a 24-hour period, and pH shall at all times be within 6 to 9.
 - D. Effluent shall, at all times, be adequately disinfected and oxidized and shall meet the following effluent limitations:
 - 1. the median concentration of total coliform bacteria shall not exceed a most probable number (MPN) of 23 per 100 milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed; and
 - 2. the number of total coliform bacteria shall not exceed an MPN of 240 per 100 milliliters in more than one sample in any 30 day period.Samples shall be collected at a time when wastewater flow and characteristics are most demanding (e.g., during peak flows) on treatment facilities and disinfection processes.
 - E. A filtered wastewater shall be an oxidized wastewater that has been passed through a membrane so that the turbidity of the filtered wastewater does not exceed any of the following:
 - 1. An average of 2 Nephelometric Turbidity Units (NTU) within a 24-hour period;
 - 2. 5 NTU more than 5 percent of the time within a 24-hour period; and
 - 3. 10 NTU at any time.
 - F. Maximum Contaminant Levels: The effluent shall not contain trace, toxic and other constituents in concentrations that exceed the applicable maximum contaminant levels for drinking water established by the State Water Board's Division of Drinking Water (DDW) in sections 64431, 64442, 64443, 64444, 64449, and 64533 of CCR, Title 22, Division 4, or subsequent revisions, or at levels that adversely affect the beneficial uses of receiving groundwater. The effluent shall, at all times, not exceed the following MCLs (Attachment A). In the event of a violation of any primary or secondary MCL, the City shall notify and submit a report in accordance with Provision VI.F. of this Order.

1. Primary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations):
 - i. Inorganic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64431, Table 64431-A, except for nitrogen compounds (Attachment A-1 of this Order);
 - ii. Radionuclides in CCR, Title 22, Division 4, Chapter 15, Section 64442, Table 64442 (Attachment A-2 of this Order) and Section 64443, Table 64443 (Attachment A-3 of this Order); and
 - iii. Organic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64444, Table 64444-A (Attachment A-4 of this Order).
2. Secondary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations), Section 64449, Table 64449-A (Attachment A-5 of this Order).
3. Primary MCLs for disinfection byproducts specified in CCR, Title 22, Division 4, Chapter 15.5 (Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors) Article 2, Section 64533, Table 64533-A (Attachment A-6 of this Order).

III. GROUNDWATER LIMITATIONS

- A. The City is prohibited from negatively altering the quality or elevation of the underlying groundwater.
- B. The discharge of treated wastewater from the SPWRF shall not cause an exceedance of the following groundwater limitations in Table 10 below. Except for chloride, compliance with the groundwater limitations will be determined by the groundwater samples collected from monitoring wells located within or on the boundary of the percolation pond. Compliance with the chloride groundwater limitation will be determined by the groundwater samples collected from monitoring wells located 150 feet away from the percolation pond. The specific monitoring well locations will be determined through the Monitoring and Reporting Program (MRP) (Attachment E). Per Section IV.C.3 of the MRP, the City is required to submit a work plan proposing a modified groundwater monitoring network by May 1, 2018.

Table 10 – Groundwater Limitations		
Constituents	Units	Monthly Average
Nitrate-N + Nitrite-N	mg/L	10 ⁽¹⁾
Nitrite-N	mg/L	1 ⁽¹⁾
Total Dissolved Solids	mg/L	2,000 ⁽¹⁾
Sulfate	mg/L	800 ⁽¹⁾
Chloride	mg/L	110 ⁽¹⁾
Boron	mg/L	1.0 ⁽¹⁾

Table 10 – Groundwater Limitations		
Constituents	Units	Monthly Average
Total coliform	MPN/100mL	1.1 ^[1]
Fecal coliform	MPN/100mL	1.1 ^[1]

Table Note:

[1] Limit based on Basin Plan Groundwater Quality Objective.

- C. Groundwater shall not exceed the MCLs specified in Attachments A-1 to A-6.
- E. The minimum vertical separation between the bottom of the percolation pond and groundwater table shall be five feet.

IV. GENERAL REQUIREMENTS

- A. The SPWRF and areas where any potential pollutants are stored shall be adequately protected from inundation and damage by storm flows and runoff.
- B. Adequate facilities shall be provided to protect the SPWRF, treatment system devices, sewer collection system and recycling/disposal facilities from damage by storm flows and run-off or run-on generated by a 100-year return storm/24 hour duration.
- C. The SPWRF and the collection system that is a part of the treatment and disposal system shall be maintained in such a manner that prevents sewage from surfacing or overflowing at any location.
- D. A minimum of two feet of freeboard shall be maintained in the percolation/evaporation ponds at all time to ensure that direct rainfall will not cause overtopping.
- E. No disposal areas with treated wastewater shall be located within 600 feet of any domestic water supply well unless all of the following conditions have been met:
 - 1. A geological investigation demonstrates that an aquitard exists at the well between the uppermost aquifer being drawn from and the ground surface;
 - 2. The well contains an annular seal that extends from the surface into the aquitard;
 - 3. The well is housed to prevent any treated wastewater spray from coming into contact with the wellhead facilities;
 - 4. The ground surface immediately around the wellhead is contoured to allow surface water to drain away from the well; and
 - 5. The owner of the well approves of the elimination of the buffer zone requirement.
- F. There shall be no storage or impoundment of treated wastewater within 600 feet of any domestic water supply well.

- G. No disposal of sludge, waste, and treated wastewater shall take place within 600 feet of any reservoir or stream used as a source of domestic water.
- H. Any wastes that do not meet the foregoing requirements shall be held in impervious containers and discharged at a legal point of disposal.
- I. Percolation ponds shall be maintained to ensure that percolation rate at the pond bottom shall not decrease over time.
- J. The Discharger shall notify well owners within 500 feet radius from the boundary of percolation ponds when there is any exceedance on the effluent limitations and/or groundwater limitations.

V. PROHIBITIONS

- A. Any discharge of wastewater from the SPWRF (including the wastewater collection system) at any point other than specifically described in this Order is prohibited.
- B. There shall be no waste overflows or discharge of untreated or partially-treated waste from the SPWRF's treatment, storage or disposal facilities to adjacent drainage or water ways, adjacent properties, or to waters of the State at any time. The discharge of any wastewater to surface waters or surface water drainage courses is prohibited without a NPDES permit.
- C. Industrial wastewater subject to the Prohibited Discharge Standards in 40 C.F.R. section 403.5 shall not be accepted by the SPWRF.
- D. Wastes discharged shall not contain tastes, odors, color, foaming, any materials, or other objectionable characteristics in concentrations that would:
 - 1. Affect human, animal, or plant life;
 - 2. Cause nuisance or adversely affect any beneficial uses and quality of the receiving groundwater; and
 - 3. Impact the Santa Clara River that may be in hydraulic connection with groundwater.
- E. Odors originating at the SPWRF, including of sewage origin, shall not be perceivable any time outside the boundary of the SPWRF property owned by the City.
- F. The percolation pond shall not contain floating materials, including solids, foams, or scum in concentrations that cause nuisance, adversely affect beneficial uses, or serve as a substrate for undesirable bacterial or algae growth or insect vectors. The wastewater treatment shall not result in nuisance conditions caused by breeding of mosquitoes, gnats, midges, or other pests.
- G. Discharge of waste classified as "hazardous waste," as defined in CCR, Title 23, section 2521(a), is prohibited. Discharge of waste classified as "designated waste," as defined in California Water Code section 13173, in a manner that causes violation of receiving water limits is prohibited.

- H. The percolation/evaporation ponds, drying beds, and the berms surrounding the ponds shall not contain plants, shrubs, or bushes that may damage the berms and the ponds.
- I. The percolation pond shall not be altered without the approval by the Regional Board.
- J. There shall be no onsite disposal of sludge. Sludge-drying activities are allowed, but only as an intermediate treatment prior to offsite disposal. Any offsite disposal of wastewater or sludge shall be made only to a legal point of disposal. For purposes of this Order, a legal disposal site is one for which requirements have been established by USEPA, and which is in full compliance therewith. Any wastewater or sludge handling shall be in such a manner as to prevent its reaching surface waters or watercourses.
- K. Bypass (the intentional diversion of waste streams from any portion of the SPWRF) is prohibited. The Regional Board may take enforcement action against the City for bypass, unless:
 - 1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the SPWRF that cause it to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass.
 - 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance.
 - 3. Notice
 - i. Anticipated bypass: If the City knows in advance of the need for a bypass, it shall submit written notice to the Regional Board, if possible at least 10 days before the date of the bypass.
 - ii. Unanticipated bypass: The City shall provide verbal notice to the Regional Board Executive Officer of an unanticipated bypass within 24 hours from the time the City becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the City becomes aware of the circumstances.

VI. PROVISIONS

- A. This Order includes "Attachment B - Standard Provisions Applicable to Waste Discharge Requirements" (Standard Provisions). If there is any conflict between provisions stated herein and the Standard Provisions, the provisions stated herein prevail.

- B. The City shall operate and maintain facilities, treatment operations, associated collection systems and outfalls in ways that preclude adverse impacts to surface or groundwater from impacts predicted to occur due to climate change.
- C. The City shall submit a Climate Change Effects Vulnerability Assessment and Management Plan (Climate Change Plan) no later than 12 months after adoption of this Order. Submittal of the Climate Change Plan is required pursuant to California Water Code section 13267. As required by this provision, a regional board may require a person to submit technical or monitoring program reports that the regional board requires. The Climate Change Plan is needed in order to assess and manage climate change related-effects associated with City operations that may affect water quality.

The Climate Change Plan shall include an assessment of short and long term vulnerabilities of the facility(ies) and operations as well as plans to address vulnerabilities of collection systems, facilities, treatment systems, and outfalls for predicted impacts in order to ensure that facility operations are not disrupted, compliance with permit conditions is achieved, and receiving waters are not adversely impacted by discharges. Control measures shall include, but are not limited to, emergency procedures, contingency plans, alarm/notification systems, training, backup power and equipment, and the need for planned mitigations to ameliorate climate-induced impacts including, but not limited to, changing influent and receiving water quality and conditions, as well as the impact of rising sea level (where applicable) storm surges and back-to-back severe storms that are expected to become more frequent.

- D. The City shall comply with MRP No. CI-9259 (Attachment E), which is part of this Order, and any revisions thereto as ordered by the Executive Officer. The submittal dates of Discharger self-monitoring reports shall be no later than the submittal date specified in the MRP. If there is any conflict between the provisions stated herein and the MRP, the provisions stated herein prevail.
- E. The City shall file with the Regional Board, under penalty of perjury, annual and quarterly reports on self-monitoring work performed according to the detailed specifications contained in the MRP attached hereto and incorporated herein by reference, as directed by the Executive Officer. The results of any monitoring done in addition to what is required or done more frequently than required at the location and/or times specified in the MRP shall be reported to the Regional Board. The City shall comply with all of the provisions and requirements of the MRP.
- F. The City shall notify this Regional Board by telephone or electronic means within 24 hours of knowledge of any discharge exceeding the effluent limits prescribed in this Order from the SPWRF; written confirmation shall follow within 5 working days from date of notification, unless otherwise specified in this Order. The report shall include, but is not limited to, the following information, as appropriate:
 - 1. Nature and extent of the violation;
 - 2. Date and time when the violation started, when compliance was achieved, and when injection was suspended and restored, as applicable;
 - 3. Duration of violation;

4. Cause(s) of violation;
 5. Corrective and/or remedial actions taken and/or will be taken with a time schedule for implementation to prevent future violations; and
 6. Impact of the violation.
- G. This Order does not exempt the City from compliance with any other laws, regulations, or ordinances that may be applicable; they do not legalize the recycling and use facilities; and they leave unaffected any further constraint on the use of recycled water at certain site(s) that may be contained in other statutes or required by other agencies.
- H. This Order does not alleviate the responsibility of the City to obtain other necessary local, state, and federal permits to construct facilities necessary for compliance with this Order; nor does this Order prevent imposition of additional standards, requirements, or conditions by any other regulatory agency. Expansion of the recycled water distribution facility shall be contingent upon issuance of all necessary requirements and permits, including a conditional use permit.
- I. After notice and opportunity for a hearing, this Order may be modified, revoked and reissued, or terminated for cause, that includes, but is not limited to: failure to comply with any condition in this Order, endangerment of human health, adverse impacts on water quality and/or beneficial uses of the receiving water resulting from the permitted activities in this Order, obtaining this Order by misrepresentation or failure to disclose all relevant facts, and acquisition of new information that could have justified the application of different conditions if known at the time of Order adoption.

The filing of a request by the City for modification, revocation and reissuance, or termination of this Order; or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

- J. The City shall furnish, within a reasonable time, any information that the Regional Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The City shall also provide the Regional Board, upon request, with copies of records required to be kept under this Order for at least three (3) years.
- K. Spill Clean-Up Contingency Plan (SCCP) Requirements – The City is required to periodically submit an updated and revised SCCP, which describes the activities and protocols to address clean-up of spills, overflows, and bypasses of untreated or partially treated wastewater from the City's collection system or treatment facilities. At a minimum, this SCCP shall include sections on spill clean-up and containment measures, public notification, and monitoring. The City shall review and amend this SCCP as appropriate after each spill from the SPWRF or in the service area of the SPWRF. The City shall include a discussion in the annual summary report of any modifications to the SCCP and the application of the SCCP to all spills during the year.
- L. Construction, Operation, and Maintenance Requirements
1. The City shall, at all times, properly operate and maintain the SPWRF, including its wastewater collection, treatment, and disposal facilities (and related

appurtenances) to ensure compliance with this Order, as well as provide adequate and reliable transport, treatment, and disposal of all wastewater from planned future wastewater sources under the City's responsibilities. Proper operation and maintenance includes, but is not limited to: effective performance, repairs and upgrades when needed, adequate funding, adequate operator staffing and training, adequate operator supervision, and adequate laboratory and process controls (including appropriate quality assurance/quality control procedures).

2. The SPWRF shall be supervised and operated by persons possessing certificates of appropriate grade in accordance with CCR, Title 23, Division 3, Chapter 26 and California Water Code sections 13625 - 13633.
3. The SPWRF shall be operated and maintained in accordance with the operation and maintenance manual prepared by the municipality through the Clean Water Grant Program. The City's Operation, Maintenance, and Monitoring Plan (OMM Plan) shall be available for reference and use by all applicable personnel. The City shall maintain, regularly review, and revise or update as necessary the OMM Plan in order for the document(s) to remain useful and relevant to current equipment and operation practices. Reviews shall be conducted annually, and revisions or updates shall be completed as necessary and submitted to the Regional Board on an annual basis.
4. The City shall maintain in good working order a sufficient alternate power source for operating the wastewater treatment and disposal facilities. All equipment shall be located to minimize failure due to moisture, liquid spray, flooding, and other physical phenomena. The alternate power source shall be designed to permit inspection and maintenance and shall provide for periodic testing. If such alternate power source is not in existence, the City shall halt, reduce, or otherwise control all discharges upon the reduction, loss, or failure of the primary source of power.
5. The City shall provide standby or emergency power facilities and/or sufficient storage capacity or other means so that in the event of plant upset, outage due to power failure or other cause, or heavy rainfall, discharge of raw or inadequately treated sewage does not occur and infiltration ponds do not exceed their hydraulic capacity.

M. Sludge Disposal Requirements

1. All sludge generated at the wastewater treatment plant shall be disposed of, treated, or applied to land in accordance with federal regulations contained in 40 C.F.R. Part 503. These requirements are enforceable by USEPA.
2. The City shall comply with requirements in State Water Board Order No. 2004-10-DWQ, *"General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use as a Soil Amendment in Agricultural, Silvicultural, Horticultural and Land Reclamation Activities"* for those sites receiving the City's biosolids that a regional water board has placed under this general order, and with the requirements in individual waste discharge requirements issued by a regional water board for sites receiving the City's biosolids.

3. The City shall comply, if applicable, with WDRs issued by other regional water boards to which jurisdiction the biosolids are transported and applied.
4. The City shall provide this Regional Board with a copy of any report(s) submitted to USEPA, the State Water Board, or other regional water boards, with respect to municipal sludge or biosolids.

N. Collection System Requirements

The State Water Board adopted General WDRs for Sanitary Sewer Systems (Order No. 2006-0003-DWQ) on May 2, 2006, to provide a consistent and statewide approach to regulating sanitary sewer systems to prevent and/or reduce sanitary sewer overflows (SSOs). Order No. 2006-0003-DWQ requires public agencies that own or operate sanitary sewer systems to develop and implement sewer system management plans and report all SSOs to the State Water Board's online SSO database. The City's collection system is part of the system that is subject to Order No. 2006-0003-DWQ. The City enrolled in Order No. 2006-0003-DWQ on July 27, 2006. As such, the City must properly operate and maintain its collection system. The City must also report any non-compliance and mitigate any discharge from the collection system in violation of this Order.

O. Spill Reporting Requirements

1. **Initial Notification** – Although State and Regional Board staff do not have duties as first responders, this requirement is an appropriate mechanism to ensure that the agencies that do have first responder duties are notified in a timely manner in order to protect public health and beneficial uses. For certain spills, overflows and bypasses, the City shall make notifications as required below:
 - i. In accordance with the requirements of Health and Safety Code section 5411.5, the City shall provide notification to the local health officer or the director of environmental health with jurisdiction over the affected water body of any unauthorized release of sewage or other waste that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but no later than two (2) hours after becoming aware of the release.
 - ii. In accordance with the requirements of California Water Code section 13271, the City shall provide notification to the California Emergency Management Agency (Cal EMA) of the release of reportable quantities of hazardous substances or sewage that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. CCR, Title 23, section 2250 establishes 1,000 gallons or more as a reportable quantity of sewage. The phone number for reporting these releases to the Cal EMA is (800) 852-7550.
 - iii. The City shall notify the Regional Board of any unauthorized release of sewage from the SPWRF that causes, or probably will cause, a discharge to a water of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. This initial notification does not need

to be made if the City has notified Cal EMA and the local health officer or the director of environmental health with jurisdiction over the affected waterbody. The phone number for reporting these releases of sewage to the Regional Board is (213) 576-6683. The phone numbers for after hours and weekend reporting of releases of sewage to the Regional Board are (213) 305-2284 and (213) 305-2253.

At a minimum, the following information shall be provided to the Regional Board:

- a. The location, date, and time of the release;
 - b. The water body that may be impacted by the discharge;
 - c. An estimate of the amount of sewage or other waste released and the amount that reached the receiving water at the time of notification;
 - d. If ongoing, the estimated flow rate of the release at the time of the notification;
 - e. The name, organization, phone number, and email address of the reporting representative; and
 - f. A certification that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the possibly affected water bodies have been notified of the discharge.
2. **Monitoring** – For spills, overflows and bypasses reported under Section VI.O.1., the City shall monitor as required below:

To define the geographical extent of the spill's impact, the City shall obtain grab samples (if feasible, accessible, and safe) for all spills, overflows or bypasses of any volume that reach any waters of the State (including surface and ground waters). The City shall analyze the samples for total and fecal coliforms, E. coli (if fecal coliform test shows positive), enterococcus, and relevant pollutants of concern, upstream and downstream of the point of entry of the spill (if feasible, accessible and safe). This monitoring shall be done on a daily basis from the time the spill is known until the results of two (2) consecutive sets of bacteriological monitoring indicate the return to the background level or the County Department of Public Health authorizes cessation of monitoring.

3. **Reporting** – The initial notification required under Section VI.O.1. shall be followed by:
- i. As soon as possible, but not later than twenty-four (24) hours after becoming aware of an unauthorized discharge of sewage or other waste from its wastewater treatment plant to a water of the state, the City shall submit a statement to the Regional Board via email. If the discharge is 1,000 gallons or more, this statement shall certify that Cal EMA has been notified of the discharge in accordance with California Water Code section

13271. The statement shall also certify that the local health officer or director of environmental health with jurisdiction over the affected water bodies has been notified of the discharge in accordance with Health and Safety Code section 5411.5. The statement shall also include at a minimum the following information:

- a. Agency, Order No., and MRP CI No.;
 - b. The location, date, and time of the discharge;
 - c. The water body that received the discharge;
 - d. A description of the level of treatment of the sewage or other waste discharged;
 - e. An initial estimate of the amount of sewage or other waste released and the amount that reached the impacted water body;
 - f. The Cal EMA control number and the date and time that notification of the incident was provided to Cal EMA; and
 - g. The name of the local health officer or director of environmental health representative notified (if contacted directly); the date and time of notification; and the method of notification (e.g., phone, fax, email).
- ii. A written preliminary report shall be submitted to the Regional Board within five (5) working days after disclosure of the incident via the State Water Board GeoTracker database under Global ID WDR100000359. The final written report shall be included in the next quarterly monitoring report submitted to the GeoTracker database above. The written report shall document the information required in Section VI.O.4. below, monitoring results and any other information required in provisions of the Standard Provisions (Attachment B) including corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences.
 - iii. The City shall include a certification in the annual summary report (due according to the schedule in the MRP) that states that the sewer system emergency equipment, including alarm systems, backup pumps, standby power generators, and other critical emergency pump station components were maintained and tested in accordance with the City's preventive maintenance plan. Any deviations from or modifications to the preventive maintenance plan shall be approved by the Executive Officer.
4. **Records** – The City shall prepare and maintain a record of all spills, overflows or bypasses of raw or partially treated sewage from its collection system or the SPWRF. This record shall be made available to the Regional Board upon request and a spill summary shall be included in the annual report, as required in the MRP. The record shall contain:
- i. The date and time of each spill, overflow, or bypass;

- ii. The location of each spill, overflow, or bypass;
 - iii. The estimated volume of each spill, overflow, or bypass including gross volume, amount recovered and amount not recovered, monitoring results as required by Section VI.O.2.;
 - iv. The cause of each spill, overflow, or bypass;
 - v. Whether each spill, overflow, or bypass entered a receiving water and, if so, the name of the water body and whether it entered via storm drains or other man-made conveyances;
 - vi. Any corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences; and
 - vii. The mandatory information included in Sanitary Sewer Overflows (SSO) online reporting for finalizing and certifying the SSO report for each spill, overflow, or bypass under State Water Board Order No. 2006-0003-DWQ.
5. **Activities Coordination** – The Regional Board expects that the City will coordinate their compliance activities for consistency and efficiency with other entities that have responsibilities to implement: (i) this Order, and (ii) State Water Board Order No. 2006-0003-DWQ.
6. **Consistency with State Water Board Order No. 2006-0003-DWQ** – The requirements contained in this Order in Sections VI.K. (SCCP Requirements), VI.L. (Construction, Operation, and Maintenance Requirements), and VI.O. (Spill Reporting Requirements) are intended to be consistent with the requirements of Order No. 2006-0003-DWQ. The Regional Board recognizes that there may be some overlap between this Order and Order No. 2006-0003-DWQ. The requirements of Order No. 2006-0003-DWQ are considered the minimum thresholds (see Finding 11 of Order No. 2006-0003-DWQ). To encourage efficiency, the Regional Board will accept the documentation prepared by the City under Order No. 2006-0003-DWQ for compliance purposes, as satisfying the requirements in Sections VI.K., VI.L., and VI.O. provided the more stringent provisions enumerated in this Order have also been addressed.

P. Pretreatment Requirements

1. This Order includes the City's Pretreatment Program, as previously submitted to this Regional Board and specified in Order No. R4-2007-0028-R2, adopted by this Regional board on February 2, 2012. Any change to the Program shall be reported to the Regional Board in writing and shall not become effective until approved by the Executive Officer in accordance with procedures established in 40 C.F.R. section 403.18.
2. The City shall enforce the requirements under Sections 307(b), 307(c), 307(d), and 402(b) of the Federal Clean Water Act with timely, appropriate, and effective enforcement actions. The City shall require industrial users to comply with Federal Categorical Standards and shall initiate enforcement actions against those users who do not comply with the standards. The City shall require industrial users

- subject to the Federal Categorical Standards to achieve compliance no later than the date specified in those requirements or, in the case of a new industrial user, upon commencement of the discharge.
3. The City shall perform the pretreatment functions as required in 40 C.F.R. Part 403 including, but not limited to:
 - i. Implement the necessary legal authorities as provided in 40 C.F.R. section 403.8(f)(1);
 - ii. Enforce the pretreatment requirements under 40 C.F.R. sections 403.5 and 403.6;
 - iii. Implement the programmatic functions as provided in 40 C.F.R. section 403.8(f)(2); and
 - iv. Provide the requisite funding of personnel to implement the Pretreatment Program as provided in 40 C.F.R. section 403.8(f)(3).
 4. The City shall submit an annual report of effectiveness of the City's Pretreatment Program. This annual report shall be submitted to the Regional Board, with copies to the State Water Board and USEPA Region 9, describing the City's pretreatment activities over the period and whether such activities have been effective. If the City is not in compliance with any conditions or requirements of this Order, the City shall include the reasons for noncompliance and shall state how and when the City will comply with such conditions and requirements.
 5. The City shall be responsible and liable for the performance of all control authority pretreatment requirements contained in 40 C.F.R. Part 403, including subsequent regulatory revisions thereof. Where Part 403 or subsequent revision places mandatory actions upon the City as Control Authority, but does not specify a timetable for completion of the actions, the City shall complete the required actions within six months from the effective date of this Order or the effective date of Part 403 revisions, whichever comes later. For violations of pretreatment requirements, the City shall be subject to enforcement actions, penalties, fines, and other remedies by the Regional Board, USEPA, or other appropriate parties, as provided in the Federal Clean Water Act. The Regional Board or USEPA may initiate enforcement action against an industrial user for noncompliance with acceptable standards and requirements as provided in the Federal Clean Water Act and/or the California Water Code.

VII. REOPENER

The Regional Board will review this Order periodically and will revise requirements when necessary. The waste discharge requirements and monitoring and reporting requirements in this Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure compliance with them. If applicable laws and regulations change, including but not limited to, establishment of total maximum daily loads, or once new information is obtained that will change the overall discharge and its potential to impact waters of the state, it may be

appropriate to reopen this Order. This Order may also specifically be reopened to make revisions consistent with an approved salt and nutrient management plan.

VIII. TERMINATION

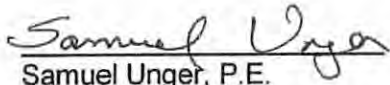
Except for enforcement purposes, Order No. R4-2007-0028, adopted by the Regional Board on May 3, 2007, and amended on May 6, 2010, February 2, 2012, April 6, 2017 and December 21, 2017, is hereby terminated.

The Regional Board's termination of prior waste discharge requirements and/or monitoring and reporting requirements do not extinguish any violations that may have occurred during the time those requirements were in effect. The Regional Board reserves the right to take enforcement actions to address violations of prior prohibitions, limitations, specifications, requirements, or provisions of rescinded requirements as allowed by law.

IX. EFFECTIVE DATE

This Order becomes effective immediately upon its adoption.

I, Samuel Unger, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region on February 8, 2018.


Samuel Unger, P.E.
Executive Officer

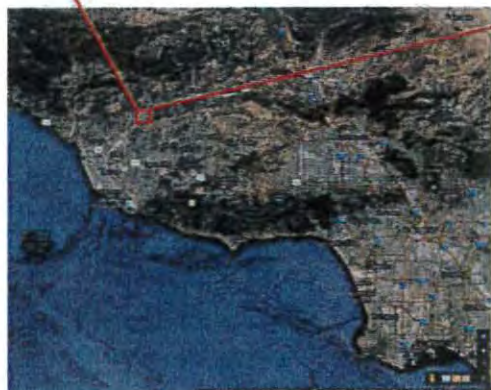


Figure 1 – The Vicinity of Santa Paula Water Recycling Facility (SPWRF)

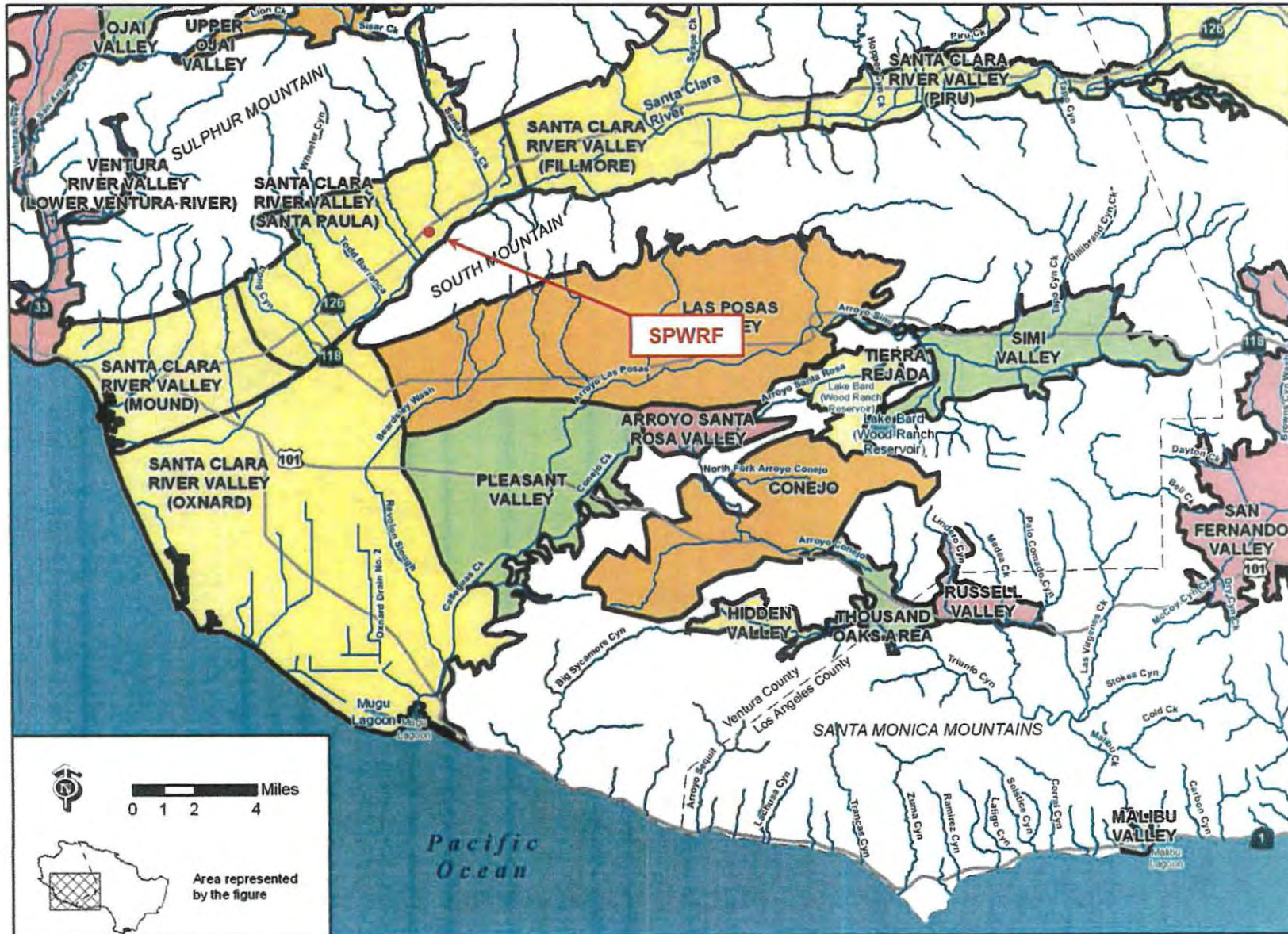


Figure 2 – Santa Paula Groundwater Basin

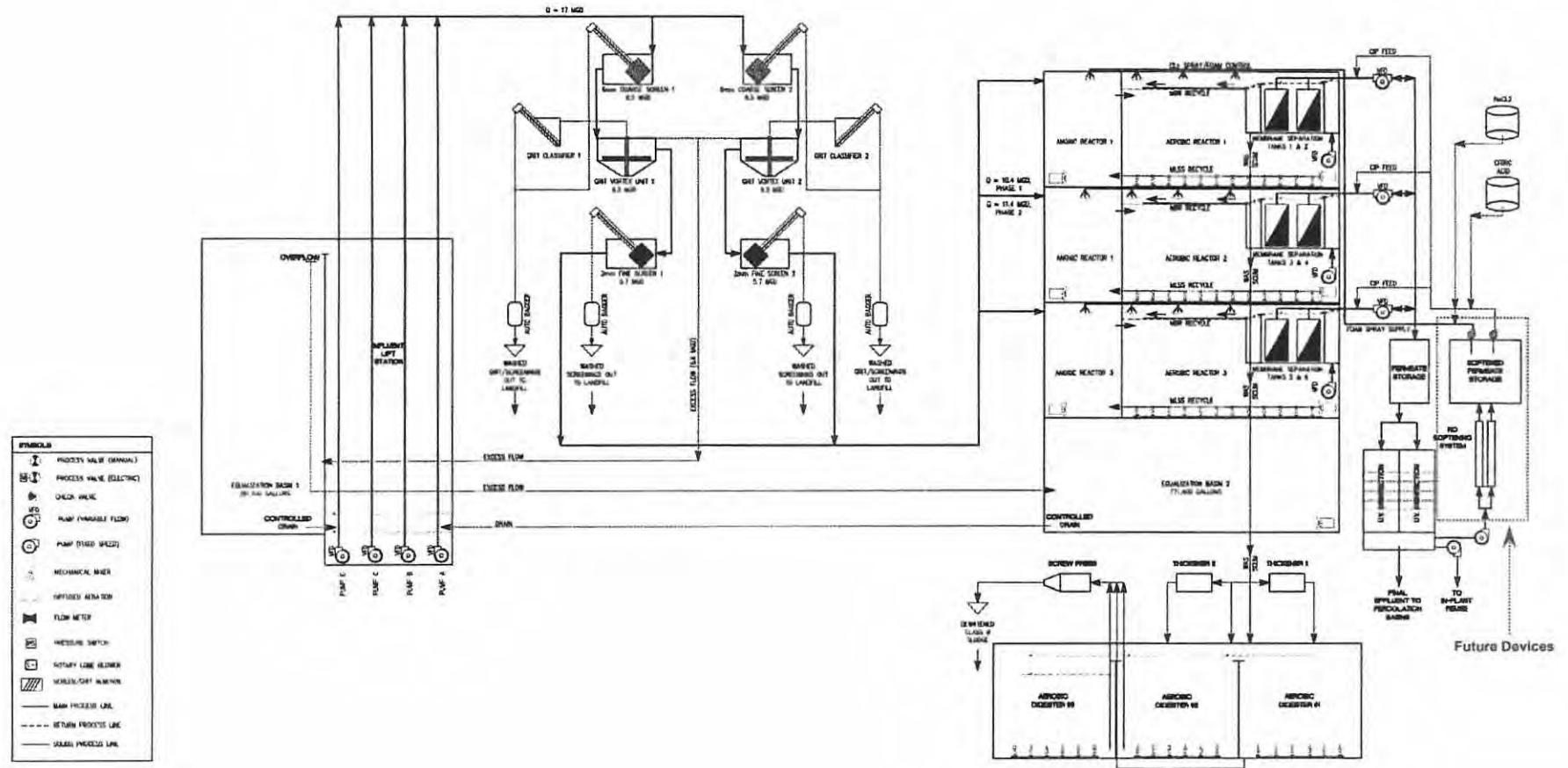


Figure 3 – Process Flow Schematic of Santa Paula Wastewater Recycling Facility

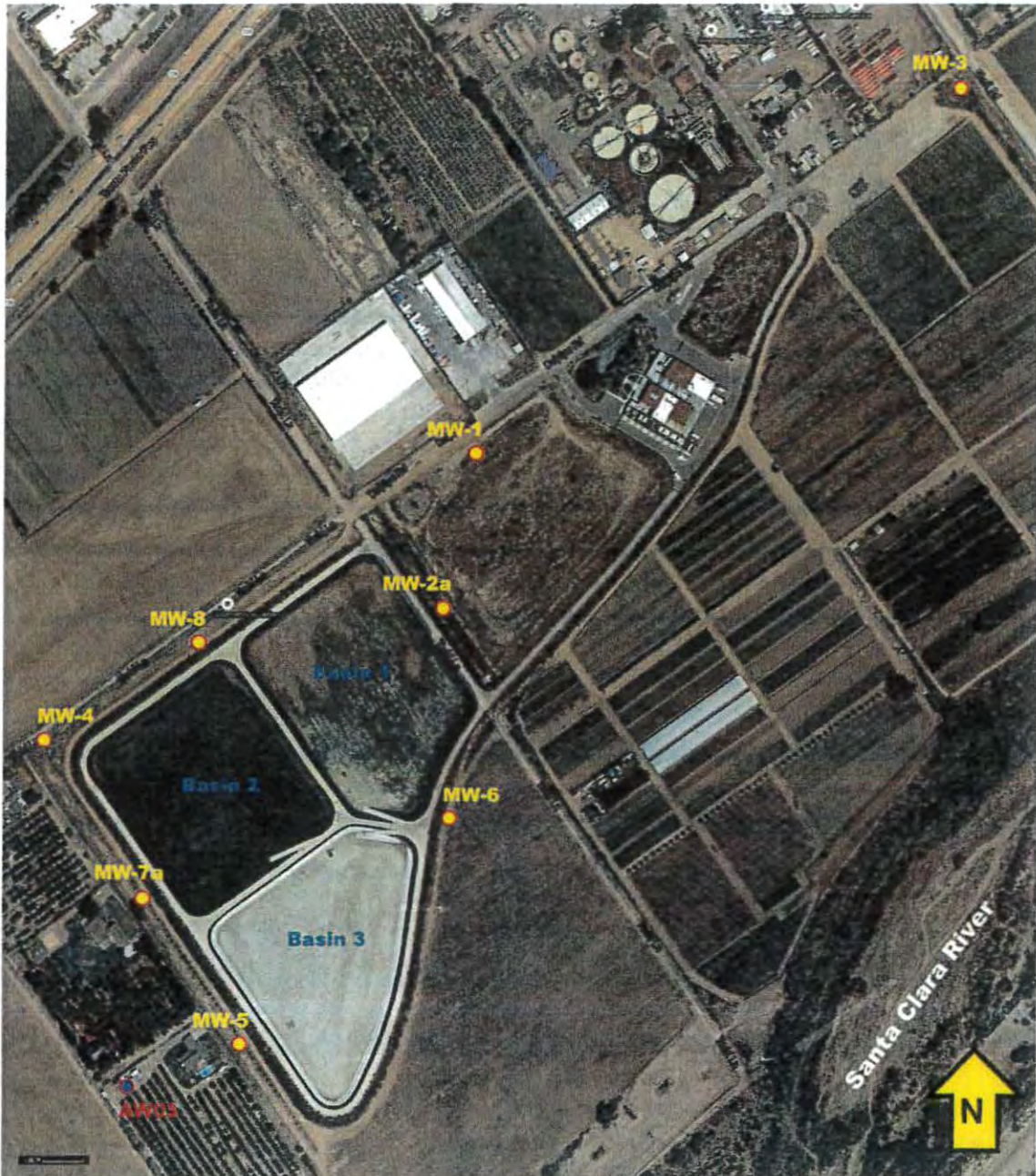


Figure 4 – Locations of Groundwater Monitoring Wells

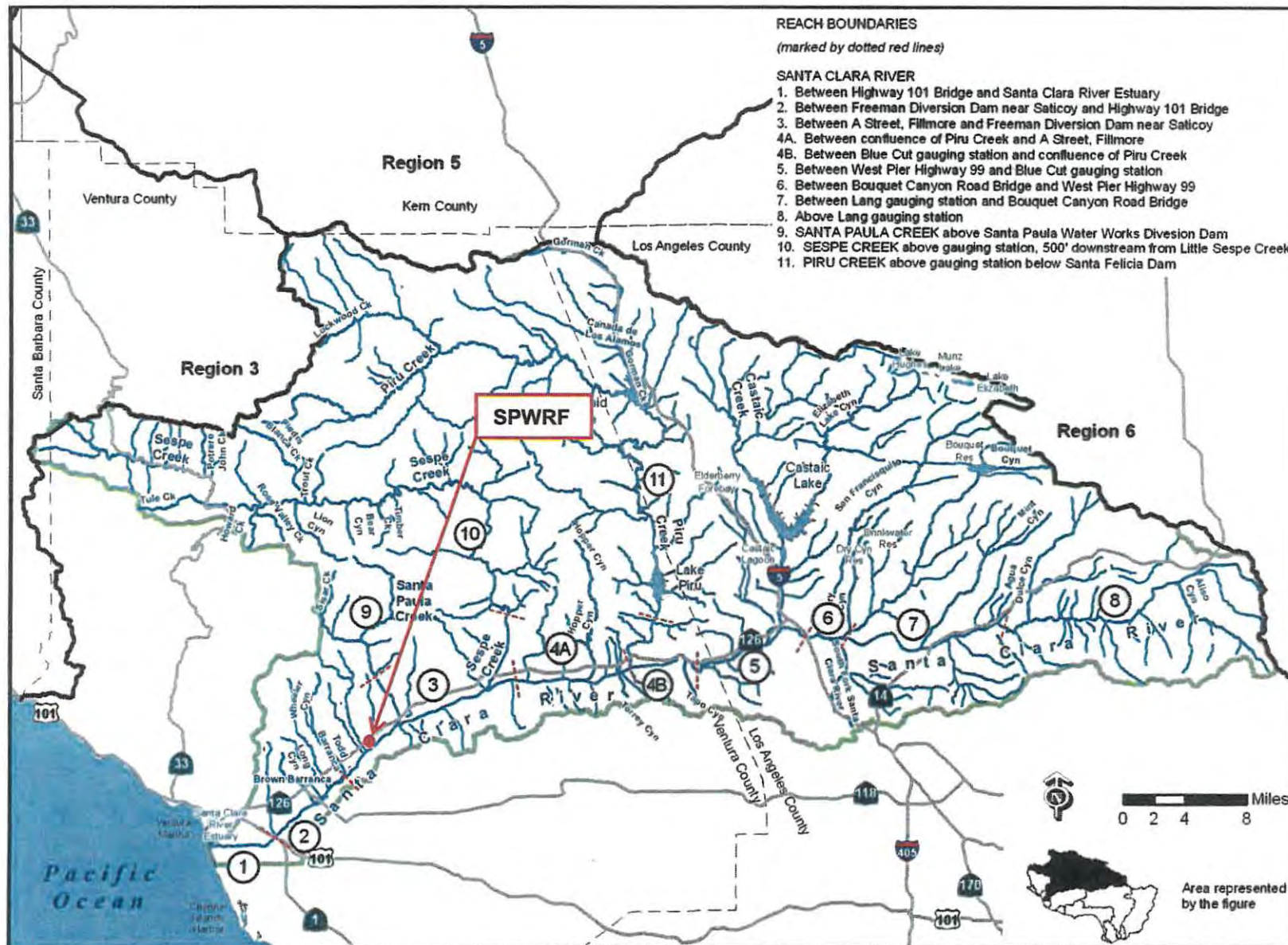


Figure 5 – Santa Clara River Watershed Surface Reaches

Attachment A – Maximum Contaminant Levels

Attachment A-1 Inorganic Chemicals

Table 64431-A ^[1]		
Chemical	Maximum Contaminant Levels (mg/L ^[2])	Reporting Detection Limit (mg/L ^[2])
Aluminum	1	0.05
Antimony	0.006	0.006
Arsenic	0.01	0.002
Asbestos	7 MFL ^[3]	0.2 MFL > 10 µm
Barium	1	0.1
Beryllium	0.004	0.001
Cadmium	0.005	0.001
Chromium	0.05	0.01
Cyanide	0.15	0.1
Fluoride	2.0	0.1
Chromium (VI)	0.010	0.001
Mercury	0.002	0.001
Nickel	0.1	0.01
Selenium	0.05	0.005
Thallium	0.002	0.001
Perchlorate	0.006	0.004

Table Notes:

- [1]. California Code of Regulation (CCR), Title 22, Section 64431, last updated July 16, 2015.
- [2]. mg/L = milligrams/liter.
- [3]. MFL = million fibers per liter; MCL for fibers exceeding 10µm in length.

Attachment A-2 Radionuclides

Table 64442 ^[1]		
Chemical	Maximum Contaminant Levels (pCi/L ^[2])	Reporting Detection Limit (pCi/L ^[2])
Radium-226	5 pCi/L (combined radium-226 and radium-228)	1
Radium-228		1
Gross Alpha particle activity (excluding radon and uranium)	15	3
Uranium	20	1

Table Notes:

[1]. CCR, Title 22, Section 64442, last updated July 16, 2015.

[2]. pCi/L = picocuries/liter.

Attachment A-3 Radionuclides

Table 64443 ^[1]		
Chemical	Maximum Contaminant Levels (pCi/L ^[2])	Reporting Detection Limit (pCi/L ^[2])
Beta/photon Emitters	4 millirem/year dose equivalent to the total body or any internal organ	Gross Beta particle activity: 4
Strontium-90	8 (=4 millirem/year dose to bone marrow)	2
Tritium	20,000 (=4 millirem/year dose to total body)	1,000

Table Notes:

[1]. CCR, Title 22, Section 64443, last updated July 16, 2015.

[2]. pCi/L = picocuries/liter.

Attachment A-4 Organic Chemicals

Table 64444-A ^[1]		
Chemical	Maximum Contaminant Levels (mg/L ^[2])	Reporting Detection Limit (mg/L ^[2])
(a) Volatile Organic Chemicals		
Benzene	0.001	0.0005
Carbon Tetrachloride (CTC)	0.0005	0.0005
1,2-Dichlorobenzene	0.6	0.0005
1,4-Dichlorobenzene	0.005	0.0005
1,1-Dichloroethane	0.005	0.0005
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005
1,1-Dichloroethene (1,1-DCE)	0.006	0.0005
Cis-1,2-Dichloroethylene	0.006	0.0005
Trans-1,2-Dichloroethylene	0.01	0.0005
Dichloromethane	0.005	0.0005
1,2-Dichloropropane	0.005	0.0005
1,3-Dichloropropene	0.0005	0.0005
Ethylbenzene	0.3	0.0005
Methyl-tert-butyl-ether (MTBE)	0.013	0.003
Monochlorobenzene	0.07	0.0005
Styrene	0.1	0.0005
1,1,2,2-Tetrachloroethane	0.001	0.0005
Tetrachloroethylene (PCE)	0.005	0.0005
Toluene	0.15	0.0005
1,2,4-Trichlorobenzene	0.005	0.0005
1,1,1-Trichloroethane	0.2	0.0005
1,1,2-Trichloroethane	0.005	0.0005
Trichloroethylene (TCE)	0.005	0.0005
Trichlorofluoromethane	0.15	0.005

Table 64444-A ^[1]		
Chemical	Maximum Contaminant Levels (mg/L ^[2])	Reporting Detection Limit (mg/L ^[2])
(a) Volatile Organic Chemicals		
1,1,2-Trichloro-1,2,2-Trifluoroethane	1.2	0.01
Vinyl Chloride	0.0005	0.0005
Xylenes (m,p)	1.75	0.0005
(b) Non-Volatile Synthetic Organic Chemicals		
Alachlor	0.002	0.001
Atrazine	0.001	0.0005
Bentazon	0.018	0.002
Benzo(a)pyrene	0.0002	0.0001
Carbofuran	0.018	0.005
Chlordane	0.0001	0.0001
2,4-D	0.07	0.01
Dalapon	0.2	0.01
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001
Di(2-ethylhexyl)adipate	0.4	0.005
Di(2-ethylhexyl)phthalate	0.004	0.003
Dinoseb	0.007	0.002
Diquat	0.02	0.004
Endothall	0.1	0.045
Endrin	0.002	0.0001
Ethylene Dibromide (EDB)	0.00005	0.00002
Glyphosate	0.7	0.025
Heptachlor	0.00001	0.00001
Heptachlor Epoxide	0.00001	0.00001
Hexachlorobenzene	0.001	0.0005
Hexachlorocyclopentadiene	0.05	0.001
Lindane	0.0002	0.0002

Table 64444-A ^[1]		
Chemical	Maximum Contaminant Levels (mg/L ^[2])	Reporting Detection Limit (mg/L ^[2])
(b) Non-Volatile Synthetic Organic Chemicals		
Methoxychlor	0.03	0.01
Molinate	0.02	0.002
Oxamyl	0.05	0.02
Pentachlorophenol	0.001	0.0002
Picloram	0.5	0.001
Polychlorinated Biphenyls	0.0005	0.0005
Simazine	0.004	0.001
Thiobencarb	0.07	0.001
Toxaphene	0.003	0.001
2,3,7,8-TCDD (Dioxin)	3×10 ⁻⁸	5×10 ⁻⁹
2,4,5-TP (Silvex)	0.05	0.001

Table Notes:

[1]. CCR, Title 22, Section 64444-A, last updated July 15, 2015.

[2]. mg/L = milligrams/liter.

Attachment A-5 Secondary Maximum Contaminant Levels

Chemical	Units
Aluminum	0.2 mg/L
Color	150 Units
Copper	1.0 mg/L
Foam Agents (MBAS)	0.5 mg/L
Iron	0.3 mg/L
Manganese	0.05 mg/L
Methyl-tert-butyl-ether (MTBE)	0.005 mg/L
Odor – Threshold	3 units
Silver	0.1 mg/L
Thiobencarb	0.001 mg/L
Turbidity	5 Units
Zinc	5 mg/L

Table Note:

[1]. CCR, Title 22, Section 64449, last updated July 16, 2015.

Attachment A-6 Disinfection Byproducts

Table 64533-A ^[1]		
Constituent	Maximum Contaminant Levels (mg/L ^[2])	Reporting Detection Limit (mg/L ^[2])
Total Trihalomethanes (TTHM)	0.08	
Bromodichloromethane		0.001
Bromoform		0.001
Chloroform		0.001
Dibromochloromethane		0.001
Haloacetic acid (five) (HAA5)	0.06	
Monochloroacetic acid		0.002
Dichloroacetic acid		0.001
Trichloroacetic acid		0.001
Monobromoacetic acid		0.001
Dibromoacetic acid		0.001

Table Notes:

[1]. CCR, Title 22, Section 64533, Chapter 15.5, last updated July 16, 2015.

[2]. mg/L = milligrams/liter.

Attachment B – Standard Provisions Applicable to Waste Discharge Requirements

1. DUTY TO COMPLY

The discharger must comply with all conditions of these waste discharge requirements. A responsible party has been designated in the Order for this project, and is legally bound to maintain the monitoring program and permit. Violations may result in enforcement actions, including Regional Board orders or court orders requiring corrective action or imposing civil monetary liability, or in modification or revocation of these waste discharge requirements by the Regional Board. (California Water Code, Sections 13261, 13263, 13265, 13268, 13300, 13301, 13304, 13340, and 13350). Failure to comply with any waste discharge requirement, monitoring and reporting requirement, or other order or prohibition issued, reissued or amended by the Los Angeles Water Board or State Water Resources Control Board is a violation of these waste discharge requirements and the California Water Code, which can result in the imposition of civil liability. (California Water Code, Section 13350, subdivision (a).)

2. GENERAL PROHIBITION

Neither the treatment nor the discharge of waste shall create a pollution, contamination or nuisance, as defined by California Water Code section 13050. In addition, the discharge of waste classified as hazardous, as defined in California Code of Regulations, Title 23, Section 2521, subdivision (a) is also prohibited.

3. AVAILABILITY

A copy of these waste discharge requirements shall be maintained at the discharge facility and be available at all times to operating personnel. (California Water Code, Section 13263).

4. CHANGE IN OWNERSHIP

The discharger must notify the Executive Officer, in writing at least 30 days in advance of any proposed transfer of this Order's responsibility and coverage to a new discharger containing a specific date for the transfer of this Order's responsibility and coverage between the current discharger and the new discharger. This agreement shall include an acknowledgement that the existing discharger is liable for violations up to the transfer date and that the new discharger is liable from the transfer date forward. (California Water Code, Sections 13267 and 13263)

5. CHANGE IN DISCHARGE

In the event of a material change or proposed change in the character, location, or volume of the discharge, the discharger shall file with this Regional Board a new Report of Waste Discharge. (California Water Code, Section 13260, subdivision (c)). A material change includes, but is not limited to, the following:

- (a) Addition of a major industrial waste discharge to a discharge of essentially domestic sewage, or the addition of a new process or product by an industrial facility resulting in a change in the character of the waste.

- (b) Significant change in disposal method, e.g., change from a land disposal to a direct discharge to water, or change in the method of treatment which would significantly alter the characteristics of the waste.
- (c) Significant change in the disposal area, e.g., moving the discharge to another drainage area, to a different water body, or to a disposal area significantly removed from the original area potentially causing different water quality or nuisance problems.
- (d) Increase in flow beyond that specified in the waste discharge requirements.
- (e) Increase in the area or depth to be used for solid waste disposal beyond that specified in the waste discharge requirements. (California Code of Regulations, Title 23, Section 2210)

6. REVISION

These waste discharge requirements are subject to review and revision by the Regional Board. (California Water Code, Section 13263)

7. NOTIFICATION

Where the discharger becomes aware that it failed to submit any relevant facts in a Report of Waste Discharge or submitted incorrect information in a Report of Waste Discharge or in any report to the Regional Board, it shall promptly submit such facts or information. (California Water Code, Sections 13260 and 13267)

8. VESTED RIGHTS

This Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, do not protect the discharger from his liability under Federal, State or local laws, nor do they create a vested right for the discharger to continue the waste discharge. All discharges of waste into waters of the state are privileges, not rights. (California Water Code, Section 13263, subdivision (g).)

9. SEVERABILITY

Provisions of these waste discharge requirements are severable. If any provisions of these requirements are found invalid, the remainder of the requirements shall not be affected.

10. OPERATION AND MAINTENANCE

The discharger shall, at all times, properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the discharger to achieve compliance with conditions of this Order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this Order. (California Water Code, Section 13263, subdivision (f).)

11. NOTIFICATION REQUIREMENT

Except for a discharge which is in compliance with these waste discharge requirements, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.7) of Chapter 7 of Division 1 of Title 2 of the Government Code, and immediately notify the State Board or the appropriate Regional Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of Section 13271 of the California Water Code unless the discharger is in violation of a prohibition in the applicable Water Quality Control plan. (California Water Code, Section 13271, subdivision (a).)

12. OIL OR PETROLEUM RELEASES

Except for a discharge which is in compliance with these waste discharge requirements, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Article 3.5 (commencing with Section 8574.1) of Chapter 7 of Division 1 of Title 2 of the Government Code. This provision does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Section 311 of the Clean Water Act or the discharge is in violation of a prohibition in the applicable Water Quality Control Plan. (California Water Code, Section 13272)

13. INVESTIGATIONS AND INSPECTIONS

The discharger shall allow the Regional Board, or an authorized representative upon the presentation of credentials and other documents as may be required by law, to:

- (a) Enter upon the discharger's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Order;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order;
- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order; and
- (d) Sample or monitor at reasonable times, for the purposes of assuring compliance with this Order, or as otherwise authorized by the California Water Code, any substances or parameters at any location. (California Water Code, Section 13267)

- (e) Except for material determined to be confidential in accordance with applicable law, all reports prepared in accordance with the terms of this Order shall be available for public inspection at the office of the Los Angeles Water Board. Data on waste discharges, water quality, geology, and hydrogeology shall not be considered confidential.

14. MONITORING PROGRAM AND DEVICES

The discharger shall furnish, under penalty of perjury, technical monitoring program reports; such reports shall be submitted in accordance with specifications prepared by the Executive Officer, which specifications are subject to periodic revisions as may be warranted. (California Water Code, Section 13267)

All monitoring instruments and devices used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. All flow measurement devices shall be calibrated at least once per year, or more frequently, to ensure continued accuracy of the devices. Annually, the discharger shall submit to the Executive Office a written statement, signed by a registered professional engineer, certifying that all flow measurement devices have been calibrated and will reliably achieve the accuracy required.

The analysis of any material required pursuant to Division 7 of the California Water Code shall be performed by a laboratory that has accreditation or certification pursuant to Article 3 (commencing with Section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. However, this requirement does not apply to field tests, such as test for color, odor, turbidity, pH, temperature, dissolved oxygen, conductivity, and disinfectant residual chlorine. (California Water Code, Section 13176). Unless otherwise permitted by the Regional Board Executive officer, all analyses shall be conducted at a laboratory certified for such analyses by the State Water Resources Control Board's Division of Drinking Water. All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40CFR Part 136) promulgated by the United States, Environmental Protection Agency (USEPA). (California Code of Regulation, Title 23, Section 2230)

The Quality Assurance-Quality Control Program must conform to the USEPA Guidelines "Laboratory Documentation Requirements for Data Validation", January 1990, USEPA Region 9) or procedures approved by the Los Angeles Regional Water Quality Control Board.

All quality assurance and quality control (QA/QC) analyses must be run on the same dates when samples were actually analyzed. All QA/QC data shall be reported, along with the sample results to which they apply, including the method, equipment, analytical detection and quantitation limits, the percent recovery, and explanation for any recovery that falls outside the QC limits, the results of equipment and method blanks, the results of spiked and surrogate samples, the frequency of quality control analysis, and the name and qualifications of the person(s) performing the analyses. Sample results shall be reported unadjusted for blank results or spike recoveries. In cases where contaminants are detected in QA/QC samples (e.g., field, trip, or lab blanks); the accompanying sample results shall be appropriately flagged.

The Discharger shall make all QA/QC data available for inspection by Regional Board staff and submit the QA/QC documentation with its respective quarterly report. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the quarterly report.

15. TREATMENT FAILURE

In an enforcement action, it shall not be a defense for the discharger that it would have been necessary to halt or to reduce the permitted activity in order to maintain compliance with this Order. Upon reduction, loss, or failure of the treatment facility, the discharger shall, to the extent necessary to maintain compliance with this Order, control production or all discharges, or both, until the facility is restored or an alternative method of treatment is provided. This provision applies, for example, when the primary source of power of the treatment facility fails, is reduced, or is lost. (California Water Code, Section 13263, subdivision (f).)

16. DISCHARGE TO NAVIGABLE WATERS

A person who discharges pollutants or proposes to discharge pollutants or proposes to discharge pollutants to the navigable waters of the United States within the jurisdiction of this state or a person who discharges dredged or fill material or proposes to discharge dredged or fill material into the navigable waters of the United States within the jurisdiction of this state shall file a report of waste discharge in compliance with the procedures set forth in California Water Code section 13260. (California Water Code, Section 13376)

17. ENDANGERMENT TO HEALTH AND ENVIRONMENT

The discharger shall report any noncompliance which may endanger health or the environment. Any such information shall be provided verbally to the Executive Officer within 24 hours from the time the discharger becomes aware of the circumstances. A written submission shall also be provided within five days of the time the discharger becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Executive officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours. The following occurrence(s) must be reported to the Executive Office within 24 hours:

- (a) Any bypass from any portion of the treatment facility.
- (b) Any discharge of treated or untreated wastewater resulting from sewer line breaks, obstruction, surcharge or any other circumstances.
- (c) Any treatment plan upset which causes the effluent limitation of this Order to be exceeded. (California Water Code, Sections 13263 and 13267)

18. MAINTENANCE OF RECORDS

The discharger shall retain records of all monitoring information including all calibration and maintenance records, all original strip chart recordings for continuous monitoring

instrumentation, copies of all reports required by this Order, and record of all data used to complete the application for this Order. Records shall be maintained for a minimum of three years from the date of the sample, measurement, report, or application. This period may be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board Executive Officer.

Records of monitoring information shall include:

- (a) The date, exact place, and time of sampling or measurement;
 - (b) The individual(s) who performed the sampling or measurement;
 - (c) The date(s) analyses were performed;
 - (d) The individual(s) who performed the analyses;
 - (e) The analytical techniques or method used; and
 - (f) The results of such analyses.
19. (a) All application reports or information to be submitted to the Executive Office shall be signed and certified as follows:
- (1) For a corporation – by a principal executive officer or at least the level of vice president.
 - (2) For a partnership or sole proprietorship – by a general partner or the proprietor, respectively.
 - (3) For a municipality, state, federal, or other public agency – by either a principal executive officer or ranking elected official.
- (b) A duly authorized representative of a person designated in paragraph (a) of this provision may sign documents if:
- (1) The authorization is made in writing by a person described in paragraph (a) of this provision.
 - (2) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility or activity; and,
 - (3) The written authorization is submitted to the Executive Officer.

Any person signing a document under this Section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information,

including the possibility of fine and imprisonment. [California Water Code Sections 13263, 13267, and 13268]"

20. OPERATOR CERTIFICATION

Supervisors and operators of municipal wastewater treatment plants and privately owned facilities regulated by the Public Utilities Commission, used in the treatment or reclamation of sewage and industrial waste shall possess a certificate of appropriate grade in accordance with California Code of Regulations, title 23, section 3680. State Board may accept experience in lieu of qualification training. (California Code of Regulations, Title, 23, Sections 3680 and 3680.2.) In lieu of a properly certified wastewater treatment plant operator, the State Board may approve use of a water treatment plant operator of appropriate grade certified by the State Department of Public Health where reclamation is involved. (California Code of Regulations, Title, 23, Section 3670.1, subdivision (b).)

**ADDITIONAL PROVISIONS APPLICABLE TO
PUBLICLY OWNED TREATMENT WORKS' ADEQUATE CAPACITY**

21. Whenever a regional board finds that a publicly owned wastewater treatment plant will reach capacity within four years, the board shall notify the discharger. Such notification shall inform the discharger that the regional board will consider adopting a time schedule order pursuant to Section 13300 of the California Water Code or other enforcement order unless the discharger can demonstrate that adequate steps are being taken to address the capacity problem. The notification shall require the discharger to submit a technical report to the regional board within 120 days showing how flow volumes will be prevented from exceeding existing capacity or how capacity will be increased. A copy of such notification shall be sent to appropriate local elected officials, local permitting agencies and the press. The time for filing the required technical report may be extended by the regional board. An extension of 30 days may be granted by the executive officer. Longer extensions may be granted by the regional board itself. (California Code of Regulations, Title, 23, Section 2232.)

Attachment C – Monitoring for Constituents of Emerging Concern (CECs) ^[1]

Constituent	Reporting Limit (µg/L ^[2])
17β-Estradiol	0.001
Caffeine	0.05
NDMA	0.002
Triclosan	0.05
DEET	0.05
Sucralose	0.1

Table Note:

[1]. CECs are based on Table 1 Groundwater Recharge Reuse – Subsurface Application of State Water Board Resolution 2013-003.

[2]. µg/L = micrograms/liter.

Attachment D – Monitoring for Priority Pollutants

Antimony	Trichloroethylene	Fluoranthene
Arsenic	Vinyl Chloride	Fluorene
Beryllium	2-Chlorophenol	Hexachlorobenzene
Cadmium	2,4-Dichlorophenol	Hexachlorobutadiene
Chromium (III)	2,4-Dimethylphenol	Hexachlorocyclopentadiene
Chromium (VI)	4,6-Dinitro-2-Methylphenol	Hexachloroethane
Copper	2,4-Dinitrophenol	Indeno[1,2,3-cd]pyrene
Lead	2-Nitrophenol	Isophorone
Mercury	4-Nitrophenol	Naphthalene
Nickel	4-Chloro-3-Methylphenol	Nitrobenzene
Selenium	Pentachlorophenol	N-nitrosodimethylamine
Silver	Phenol	N-Nitrosodi-N-propylamine
Thallium	2,4,6-Trichlorophenol	N-Nitrosodiphenylamine
Zinc	Acenaphthene	Phenanthrene
Cyanide	Acenaphthylene	Pyrene
Asbestos	Anthracene	1,2,4-Trichlorobenzene
2,3,7,8-TCDD	Benzidine	Aldrin
Acrolein	Benzo[a]anthracene	alpha-BHC
Acrylonitrile	Benzo[a]pyrene	beta-BHC
Benzene	Benzo[b]fluoranthene	gamma-BHC
Bromoform	Benzo[ghi]perylene	delta-BHC
Carbon tetrachloride	Benzo[k]fluoranthene	Chlordane
Chlorobenzene	Bis(2-chloroethoxy) Methane	4,4'-DDT
Chlorodibromomethane	Bis(2-chloroethyl) Ether	4,4'-DDE
Chloroethane	Bis(2-chloroisopropyl) Ether	4,4'-DDD
2-Chloroethylvinyl Ether	Bis(2-ethylhexyl) Phthalate	Dieldrin
Chloroform	4-Bromophenyl Phenyl Ether	alpha-Endosulfan
Dichlorobromomethane	Butylbenzyl Phthalate	beta-Endosulfan
1,1-Dichloroethane	2-Chloronaphthalene	Endosulfan Sulfate

1,2-Dichloroethane	4-Chlorophenyl Phenyl Ether	Endrin
1,1-Dichloroethylene	Chrysene	Endrin Aldehyde
1,2-Dichloropropane	Dibenzo[ah]anthracene	Heptachlor
1,3-dichloropropylene	1,2-Dichlorobenzene	Heptachlor Epoxide
Ethylbenzene	1,3-Dichlorobenzene	PCB (Aroclor-1016)
Methyl Bromide	1,4-Dichlorobenzene	PCB (Aroclor-1221)
Methyl Chloride	3,3'-Dichlorobenzidine	PCB (Aroclor-1232)
Methylene Chloride	Diethyl Phthalate	PCB (Aroclor-1242)
1,1,2,2-Tetrachloroethane	Dimethyl Phthalate	PCB (Aroclor-1248)
Tetrachloroethylene	Di-n-butyl Phthalate	PCB (Aroclor-1254)
Toluene	2,4-Dinitrotoluene	PCB (Aroclor-1260)
1,2-Trans-Dichloroethylene	2,6-Dinitrotoluene	Toxaphene
1,1,1-Trichloroethane	Di-n-octyl Phthalate	---
1,1,2-Trichloroethane	1,2-Diphenylhydrazine	---

Attachment E

**MONITORING AND REPORTING PROGRAM NO. CI-9259
FOR
CITY OF SANTA PAULA
(SANTA PAULA WATER RECYCLING FACILITY)
(File No. 06-189)**

This Monitoring and Reporting Program (MRP) No. CI-9259 is issued pursuant to California Water Code section 13267, which authorizes the Regional Water Quality Control Board, Los Angeles Region (Regional Board) to require the City of Santa Paula (City), who discharges tertiary-treated wastewater generated from the Santa Paula Water Recycling Facility (SPWRF) to groundwater via three percolation ponds, to furnish technical or monitoring reports.

The reports required herein are necessary to:

- Determine compliance with Waste Discharge Requirements (WDRs) Order No. R4-2018-0022 and assure protection of the waters of the state and their beneficial uses.
- Assess treatment plant performance, identify operational problems, and improve plant performance.
- Assess effectiveness of the City's Pretreatment Program.
- Provide information on wastewater characteristics and flows for use in interpreting water quality and biological data.
- Determine total maximum daily load (TMDL) effectiveness.

The evidence that supports the need for the reports is set forth in the WDRs and the Regional Board record.

I. SUBMITTAL OF REPORTS

- A. The City shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under this MRP, including electronic data format (EDF) groundwater and surface water monitoring data, injection location data, and monitoring reports. These reports shall be received by the Regional Board via the State Water Resources Control Board's (State Water Board) GeoTracker database under Global ID WDR100000849 on the dates indicated as follows:
 1. **Quarterly Monitoring Reports** shall be received by the Regional Board by the 30th day of the month following the end of each quarterly monitoring period according to Table 1 below. The first Quarterly Monitoring Report under this program must be received by the Regional Board by April 30, 2018.

Reporting Period	Report Due
January ~ March	April 30
April ~ June	July 30
July ~ September	October 30
October ~ December	January 30

2. **Annual Summary Report** shall be received by the Regional Board by March 1 of each year. The first Annual Summary Report under this program must be received by the Regional Board no later than March 1, 2018.
- B. If there is no discharge during any reporting period, the report shall still be submitted and so state.
 - C. Data collected from monitoring wells shall be included in the quarterly monitoring reports and annual summary report. The data shall include the well specifications, ordinances, well heads elevation to mean sea level (MSL) and the method to develop the well. The California Department of Water Resources sets standards for the construction of groundwater wells, as described in *California Well Standards Bulletin 74-90* (June 1991) and *Water Well Standards: State of California Bulletin 74-81* (December 1981). These well standards, and any more stringent standards adopted by the state or county pursuant to Water Code section 13801, apply to all monitoring wells used to monitor the impacts of wastewater storage or disposal governed by waste discharge or monitoring and reporting requirements.
 - D. In accordance with California Business and Profession Code sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. All reports submitted to the Regional Board pursuant to waste discharge or monitoring and reporting requirements that contain work plans for investigations and studies, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professional(s), such a licensed engineer or a certified hydrogeologist in the State of California, even if not explicitly stated. Each report must submitted by the Discharger shall bear the professional's signature and stamp.
 - E. All monitoring reports must include, at minimum, the following:
 1. Well or location identification, date and time of sampling;
 2. Sampler identification, laboratory identification, and chain of custody;
 3. Quarterly observation of groundwater levels, recorded to 0.01 feet mean sea level (MSL), and flow direction; and
 4. Calculation of vertical separation of the water table from the bottom of the disposal system.

II. MONITORING REQUIREMENTS

- A. Monitoring shall be used to determine compliance with waste discharge requirements and shall include, but is not limited to, implementation and documentation of the following:
1. Locations of each groundwater well where representative samples can be obtained and the rationale for the selection. The City must include a map, at a scale of 1 inch equals 1,200 feet or less, that clearly identifies the locations of the SPWRF, and all groundwater monitoring wells.
 2. Sampling protocols (specified in 40 C.F.R. Part 136 or American Water Works Association standards where appropriate) and chain of custody procedures.
 3. For groundwater monitoring, outline the methods and procedures to be used for measuring water levels; purging wells; collecting samples; decontaminating equipment; containing, preserving, and shipping samples; and maintaining appropriate documentation. Also include the procedures for handling, storing, testing, and disposing of purge and decontamination waters generated from the sampling events.
 4. Laboratory or laboratories, which conducted the analyses. Include copy or copies of laboratory certifications by the Environmental Laboratory Accreditation Program (ELAP) of the State Water Board's Division of Drinking Water (DDW) every year or when the City changes their contract laboratory.
 5. Analytical test methods used and the corresponding Detection Limits for Purposes of Reporting (DLR) for unregulated and regulated chemicals. Please see the DDW's website at http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/EDT.shtml for unregulated and regulated chemicals.
 6. Quality assurance and control measures.
- B. The samples shall be analyzed using analytical methods described in 40 C.F.R. Part 136; or where no methods are specified for a given pollutant, by commercially available methods approved by the United State Environmental Protection Agency (USEPA) or DDW, Regional Board and/or State Board. The City shall select the analytical methods that provide reporting detection limits (RDLs) lower than the limits prescribed in waste discharge requirements.
- C. The City shall instruct its laboratories to establish calibration standards so that the RDLs (or its equivalent if there is a different treatment of samples relative to calibration standards) are the lowest calibration standard. At no time shall the City use analytical data derived from extrapolation beyond the lowest point of the calibration curve.
- D. Upon request by the City, the Regional Board, in consultation with the USEPA or DDW and the State Board Quality Assurance Program, may establish RDLs in any of the following situations:

1. When the pollutant has no established method under 40 C.F.R. Part 136 (revised May 14, 1999, or subsequent revision);
 2. When the method under 40 C.F.R. Part 136 for the pollutant has a RDL higher than the limit specified in this Order; or
 3. When the City agrees to use a test method that is more sensitive than those specified in 40 C.F.R. Part 136 and is commercially available.
- E. Samples of influent and disinfected effluent must be analyzed within allowable holding time limits as specified in 40 C.F.R. section 136.3. All quality assurance/quality control (QA/QC) analyses must be run on the same dates when samples were actually analyzed. The City shall make available for inspection and/or submit the QA/QC documentation upon request by the Regional Board. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the quarterly monitoring report.
- F. Constituents of emerging concern (CECs): In recent years, the Regional Board has required monitoring of a select group of anthropogenic chemicals, particularly pesticides, pharmaceuticals and personal care products, known collectively as CECs, into monitoring and program requirements to better understand the propensity, persistence and effects of CECs in our environment. Recently adopted permits in this region contain requirements for CEC effluent monitoring, including identification of the CECs to be monitored in the effluent, sample type, sampling frequency, and sampling methodology.
1. The City shall monitor a selective list of CECs identified in Attachment C in the SPWRF's effluent discharge and in the groundwater. The reporting limits in Attachment C shall be used for these constituents.
 2. The City shall select methods according to the following approach:
 - i. Use USEPA drinking water methods, if available;
 - ii. Use DDW-recommended methods for CECs, if available;
 - iii. If there is no DDW-recommended drinking water method for a chemical, and more than a single USEPA-approved method is available, use the most sensitive USEPA-approved method;
 - iv. If there is no USEPA-approved method for a chemical, and more than one method is available from the scientific literature and commercial laboratory, after consultation with DDW, use the most sensitive method; or
 - v. If no approved method is available for a specific chemical, the City's laboratory may develop or use its own methods and should provide the analytical methods to DDW or the Regional Board for review and approval. Those methods may be used until DDW-recommended or USEPA-approved methods are available.

- vi. In the event that subsections II.F.2.i. or II.F.2.v. are applicable, the City shall inform the Regional Board.
3. CECs identified in Attachment C shall be monitored once within six months from the effective date of this Order (by May 2, 2018) and once every five years thereafter. The Regional Board Executive Officer may add or delete chemicals from Attachment C as new analytical methods become available and may also make revisions to approved analytical methods as needed. A revised CECs list will be made available to the City when changes occur. The City shall request (and submit a justification for) any deviation from the attached list for Executive Officer approval, if a change is required, before collecting samples.
4. Monitoring results shall be reported as part of the annual report. Analysis under this section is for monitoring purposes only as there are currently no standards for these constituents.

III. REPORTING REQUIREMENTS

The City shall submit all reports to the Regional Board by the dates indicated in Section I. All quarterly and annual reports shall clearly list all non-compliance with WDRs, as well as all excursions of effluent limits. All quarterly and annual monitoring reports shall contain a separate section titled "Summary of Non-Compliance", which discusses the compliance records and corrective actions taken or planned that may be needed to bring the discharge into full compliance with WDRs.

A. Quarterly Monitoring Reports

1. These reports shall include, at a minimum, the following information:
 - i. The volume of the effluent used for land disposal via percolation.
 - ii. The date and time of sampling and analyses on the influent, effluent, and groundwater.
 - iii. All analytical results of samples collected during the monitoring period of the influent, effluent, and groundwater.
 - iv. Documentation of all QA/QC procedures that were followed during sampling and laboratory analyses.
 - v. Records of any operational problems, plant upset and equipment breakdowns or malfunctions, and any discharge(s) used for land disposal via percolation.
 - vi. Discussion of compliance, non-compliance, or violation of waste discharge requirements.
 - vii. All corrective and/or preventive action(s) taken or planned with schedule of implementation, if any violation occurs.

2. For the purpose of reporting compliance with numerical limitations, analytical data shall be reported using the following reporting protocols:
 - i. Sample results greater than or equal to the RDL must be reported "as measured" by the laboratory (i.e., the measured chemical concentration in the sample);
 - ii. Sample results less than the RDL, but greater than or equal to the laboratory's method detection limit (MDL), must be reported as "Detected, but Not Quantified" (DNQ). The laboratory must write the estimated chemical concentration of the sample next to DNQ as well as the words "Estimated Concentration" (may be shortened to Est. Conc.); or
 - iii. Sample results less than the laboratory's MDL must be reported as "None-Detected" (ND).
3. If the City samples and performs analyses (other than for process/operational control, startup, research, or equipment testing) on any sample more frequently than required in this MRP using approved analytical methods, the results of those analyses shall be included in the report. These results shall be included in the calculation of the average used in demonstrating compliance with average effluent limits, receiving groundwater limits, etc.
4. The Regional Board may request supporting documentation, such as daily logs of operations.

B. Annual Summary Reports

These reports shall include, at a minimum, the following information:

1. Tabular and graphical summaries of the monitoring data (quality of influent, effluent, and groundwater; quantity of influent and effluent to percolation ponds,) obtained during the previous calendar year. A comparison of laboratory results against effluent limits contained in these WDRs and notations of any exceedances of limits or other requirements shall be summarized and submitted at the beginning of the report.
2. Discussion of the compliance record and corrective and/or preventive action(s) taken or planned that may be needed to bring the treated effluent, including the treated effluent used for recycled water, into full compliance with the requirements in the WDRs.
3. An in-depth discussion of the results of the final effluent monitoring and groundwater monitoring conducted during the previous year includes:
 - i. Any change of receiving groundwater resulting from effluent discharges at percolation ponds; and
 - ii. Any change of groundwater flow pattern resulting from discharge via percolation ponds.

Temporal and spatial trends in the data shall be analyzed, with particular reference to comparisons between stations with respect to distances from the monitoring wells and comparisons to data collected during previous years. Appropriate statistical tests and indices, subject to approval by the Regional Board Executive Officer, shall be calculated and included in the annual report.

4. The description of any changes and anticipated changes including any impacts in operation of any unit processes or facilities shall be provided.
5. A list of the analytical methods employed for each test and associated laboratory QA/QC procedures shall be included. The report shall restate the laboratories used by the City to monitor compliance with the accompanying Order, their status of certification, and provide a summary of analyses.
6. The report shall confirm operator certification and provide a list of current operating personnel, their responsibilities, and their corresponding grade of certification.
7. The report shall also summarize any change of the Operation, Maintenance, and Monitoring Plan (OMM Plan) due to the optimization of the existing SPWRF operation. The summary shall discuss conformance with the SPWRF's OMM Plan for operations, maintenance, and monitoring of the SPWRF, and whether the OMM Plan requires revision for the current facilities.

IV. WATER QUALITY MONITORING REQUIREMENTS

A. Influent Monitoring

1. The City shall monitor influent to the SPWRF at Influent Pump Station located in the main stream of the influent channel prior to the headworks as specified in Table 2 below.

Table 2 – Influent Monitoring			
Constituents	Units ^[1]	Type of Sample	Minimum Frequency of Analysis
Total waste flow	gpd	Recorder	Continuous ^[2]
BOD _{5@20°C}	mg/L	Grab	Monthly
Total Suspended Solids	mg/L	Grab	Monthly
Chloride	mg/L	24-hour composite	Monthly
Sulfate	mg/L	Grab	Monthly
Boron	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Metals ^[3]	µg/L	Grab	Quarterly

Table Notes:

[1] gpd: gallons per day

mg/L: milligrams/liter
 µg/L: micrograms/liter

- [2] The City shall report the daily minimum, maximum, and average values.
- [3] Metals include antimony, arsenic, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc.

B. Effluent Monitoring

- 1. The City shall monitor its discharge of tertiary-treated effluent at downstream of all treated effluent passing through the effluent sampling station, including the final disinfection process.
- 2. The following shall constitute the effluent monitoring program, specified in Table 3 below:

Table 3 – Effluent Monitoring			
Constituent	Unit^[1]	Type of Sample^[2]	Minimum Frequency of Analysis
Total Flow	gpd	Recorder	Continuous ^[3]
UV	mW-s/cm ^[2]	Recorder	Continuous ^[3]
Turbidity	NTU	Recorder	Continuous ^{[3][4]}
pH	pH units	Grab	Daily
Fecal Coliform	MPN/100mL	Grab	Daily
Total Coliform	MPN/100mL	Grab	Daily
Enterococcus	MPN/100mL	Grab	Weekly
Total Suspended Solids	mg/L	24-hour composite	Monthly
BOD _{5@20°C}	mg/L	24-hour composite	Monthly
Oil and Grease	mg/L	Grab	Monthly
Ammonia Nitrogen	mg/L	Grab	Monthly
Nitrate as Nitrogen	mg/L	Grab	Monthly
Nitrite as Nitrogen	mg/L	Grab	Monthly
Organic as Nitrogen	mg/L	Grab	Monthly
Residual Chlorine	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Sulfate	mg/L	Grab	Monthly
Chloride	mg/L	24-hour composite	Weekly
Boron	mg/L	Grab	Monthly
MBAS ^[5]	mg/L	24-hour composite	Quarterly
CTAS ^[6]	mg/L	24-hour composite	Quarterly

Constituent	Unit ^[1]	Type of Sample ^[2]	Minimum Frequency of Analysis
Total hardness	mg/L	24-hour composite	Quarterly
Total Phosphorus	mg/L	24-hour composite	Quarterly
Constituents listed in Attachments A-1 to A-6	various	Grab/24-hour composite	Quarterly
CECs in Attachment C	various	Grab	Once within 6 Months and every 5 Years thereafter ^[7]
Remaining Priority Pollutants in Attachment D	µg/L	Grab/24-hour composite	Annually

Table Notes:

- [1] NTU: nephelometric turbidity unit
 mW-s/cm²: milli-watts seconds per square centimeter
 MPN/100mL: Most Probable Number/100 milliliter
 µg/L: micrograms/liter
- [2] Grab sample is an individual sample collected in a short period of time not exceeding 15 minutes. Grab samples shall be collected during normal peak loading conditions for the parameter of interest, which may or may not be during hydraulic peaks. When an automatic composite sampler is not used, composite sampling shall be done as follows. If the duration of the discharge is equal to or less than 24 hours but greater than eight (8) hours, at least eight (8) flow-weighted samples shall be obtained during the discharge period and composited. For discharge duration of less than eight (8) hours, individual “grab” sample may be substituted. 24-hour composite is for semi-volatile and volatile chemicals.
- [3] The City shall report the daily minimum, maximum, and average values.
- [4] In the event the continuous turbidity meter and recorder fail, grab sampling may be substituted for a period of up to 24 hours. The turbidity samples must be taken at intervals of no more than 1.2 hours over a 24-hour period to determine compliance for turbidity.
- [5] MBAS: Methylene Blue Active Substances
- [6] CTAS: Cobalt Thiocyanate Active Substances
- [7] CECs shall be monitored once within six months from the effective date of this Order (by May 2, 2018) and once every five years thereafter.

C. Groundwater Monitoring

1. The City shall monitor the groundwater at and surrounding the SPWRF to assess the water quality impact of the SPWRF's discharges to groundwater.
2. The City shall continue to conduct groundwater monitoring from all existing wells, including MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8, until such time as the City's work plan proposing a modified groundwater monitoring

network, described in Section IV.C.3 below, is approved by the Executive Officer and is implemented by the City.

3. By May 1, 2018, the City shall submit to the Regional Board a work plan proposing a modified groundwater monitoring network for compliance determination with the groundwater limitations. The proposed groundwater monitoring network shall include groundwater monitoring wells upgradient, cross gradient, and downgradient to the percolation pond. In addition to installation of new wells, the City may propose continuing to use some or all of the existing groundwater monitoring wells (MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8). For compliance determination with the groundwater limitation for chloride, the City's proposed modified groundwater monitoring network shall include wells at approximately 150 feet downgradient from the percolation pond. The work plan shall be submitted to the Regional Board for the Executive Officer's review and approval. If the City proposes to use existing wells (such as water supply or irrigation wells) not owned by the City, or proposes to install new wells on property not owned by the City, the City shall include as part of its work plan any access agreements between the City and property owner(s) to use and/or install groundwater wells on non-City-owned property. The City shall implement the work plan, by completing installation of any new wells and commencing monitoring from them, within 60 days after the Executive Officer's approval.
4. The required groundwater monitoring of constituents/parameter with sample type and frequencies is specified in Table 4 below.

Table 4 – Groundwater Monitoring			
Constituents	Units	Type of Sample	Minimum Frequency of Analysis ^[2]
Water level elevation ^[1]	Feet	Recorder	Monthly
pH	pH units	Grab	Monthly
Total Coliform	MPN/100mL	Grab	Monthly
Fecal Coliform	MPN/100mL	Grab	Monthly
Enterococcus	MPN/100mL	Grab	Monthly
Ammonia nitrogen	mg/L	Grab	Monthly
Nitrate as nitrogen	mg/L	Grab	Monthly
Nitrite as nitrogen	mg/L	Grab	Monthly
Organic Nitrogen	mg/L	Grab	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly
Sulfate	mg/L	Grab	Monthly
Chloride	mg/L	Grab	Monthly
Boron	mg/L	Grab	Monthly

Table 4 – Groundwater Monitoring			
Constituents	Units	Type of Sample	Minimum Frequency of Analysis ^[2]
Constituents listed in Attachments A-1 to A-5	Various	Grab	Annually
CECs in Attachment C	µg/L	Grab	Once within 6 Months and every 5 Years thereafter
Remaining Priority Pollutants in Attachment D	µg/L	Grab	Annually

Table Notes:

- [1] Annual samples shall be collected during the dry season each year.
- [2] Water level elevations must be measured to the nearest 0.01 feet, and referenced to mean sea level.

D. Monitoring of Effluent Flow to Percolation Ponds

The City shall record the volume in gallons per day (GPD) of treated wastewater discharged to the three percolation ponds. This information shall be submitted as part of the quarterly monitoring reports.

V. GENERAL MONITORING AND REPORTING REQUIREMENTS

- A. The City shall comply with all Standard Provisions (Attachment B) related to monitoring, reporting, and recordkeeping.
- B. For every requirement not met, the City shall submit a statement of the actions undertaken or proposed that will bring the treated effluent into full compliance with requirements at the earliest possible time, and submit a timetable for implementation of the corrective measures.
- C. Monitoring reports shall be signed by either the principal Executive Officer or ranking elected official. A duly authorized representative of the aforementioned signatories may sign documents if:
 - 1. The authorization is made in writing by the signatory;
 - 2. The authorization specifies the representative as either an individual or position having responsibility for the overall operation of the regulated facility or activity; and
 - 3. The written authorization is submitted to the Regional Board Executive Officer.
- D. The monitoring report shall contain the following completed declaration:

"I certify under penalty of law that this document, including all attachments and supplemental information, was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment."

Executed on the ___ day of _____ at _____

Signature

Title

- E. The City shall retain records of all monitoring information, including all calibration and maintenance, monitoring instrumentation, and copies of all reports required by this Order, for a period of at least three (3) years from the date of sampling measurement, or report. This period may be extended by request of the Regional Board at any time and shall be extended during the course of any unresolved administrative proceeding or judicial litigation regarding the regulated activity.
- F. Records of monitoring information shall include:
 - 1. The date, exact place, and time of sampling or measurements;
 - 2. The individual(s) who performed the sampling or measurements;
 - 3. The date(s) analyses were performed;
 - 4. The individual(s) who performed the analysis;
 - 5. The analytical techniques or methods used; and
 - 6. The results of such analyses.
- G. The City shall submit to the Regional Board, together with the first monitoring report required by this Order, a list of all chemicals and proprietary additives that could affect the quality of the treated effluent. Any subsequent changes in types and/or quantities shall be reported promptly. An annual summary of the quantities of all chemicals, listed by both trade and chemical names that are used in the treatment process shall be included in the annual report.

VI. WASTE HAULING REPORTING

In the event that waste sludge, septage, or other wastes are hauled offsite, the name and address of the hauler shall be reported, along with types and quantities hauled during the reporting period and the location of final point of disposal. In the event that no wastes are hauled during the reporting period, a statement to that effect shall be submitted in the quarterly monitoring report.

VII. PRETREATMENT REPORTING

The City shall submit annual reports to the Regional Board, with copies to the State Board, and USEPA Region 9, describing the City's pretreatment activities over the period.

A. The annual reports shall identify:

1. All significant industrial users (SIUs) that violated any standards or reporting requirements during that year;
2. The violations committed;
3. The enforcement actions undertaken; and
4. The status of active enforcement actions from previous periods, including closeouts (facilities under previous enforcement actions that attained compliance during the quarter).

B. By March 1 of each year, beginning January 1, 2018, the City shall submit an annual summary report to the Regional Board describing the pretreatment activities within the service area during the previous year. In the event that any control authority within the service area is not in compliance with any conditions or requirements of this Order or their approved pretreatment program (such as due to industrial user discharges, interjurisdictional agency agreement implementation issues, or other causes,) then the City shall also include the reasons for noncompliance and state how and when the City and the control authority shall comply with such conditions and requirements. The report shall contain, but not be limited to, the following information:

1. A summary of analytical results from representative, flow-proportioned, 24-hour composite sampling of the SPWRF's influent and effluent wastewaters for those pollutants that are known or suspected to be discharged by industrial users (IUs) as identified by the pretreatment program.
2. The summary shall include the result of annual full priority pollutant scan, with quarterly samples analyzed only for those pollutants detected in the full scan.
3. The City shall also provide any influent or effluent monitoring data for non-priority pollutants that the City believes may be causing or contributing to Interference, Pass Through or adversely impacting sludge quality.
4. Sampling and analysis shall be performed in accordance with the techniques prescribed in pretreatment program and amendments thereto.
5. A discussion of any upset, interference, or pass-through incidents at the treatment plant (if any), which the City knows or suspects were caused by IUs of the SPWRF system. The discussion shall include the following:
 - i. The reasons why the incidents occurred, the corrective actions taken, and, if known, the name and address of the IU(s) responsible.

- ii. A review of the applicable pollutant limitations to determine whether any additional limitations, or changes to existing requirements, may be necessary to prevent pass through, interference or noncompliance with sludge disposal requirements, if any.
6. A complete and updated list of the City's significant industrial users (SIUs), including names, Standard Industrial Classification code(s) and addresses, and a list of any SIU deletions and/or additions.
7. The City shall provide a brief explanation for each deletion. The SIU list shall identify the SIUs equivalent to Federal Categorical Standards by specifying which standards are applicable to each SIU. The list shall also indicate which SIUs are subject to local limitations and those that are not subject to local limits.
8. A list or table characterizing the industrial compliance status of each SIU, including:
 - i. SIU name and address;
 - ii. Industrial category;
 - iii. The type (processes) of wastewater treatment in place;
 - iv. Number of samples taken by the SPWRF during the year;
 - v. Number of samples taken by the SIU during the year;
 - vi. Whether all needed certifications (if allowed) were provided by SIUs that have limits for total toxic organics;
 - vii. Regional Standards violated during the year, reported separately;
 - viii. whether the SIU at any time in the year was in Significant Noncompliance (SNC), equivalent to that defined in 40 C.F.R. section 403.12(f)(2)(vii);
 - ix. A summary of enforcement actions against the SIU taken during the year, including the type of action, final compliance date, and amount of fines assessed/collected (if any). Proposed actions, if known, should be included; and
 - x. Number of inspections conducted at each SIU during the year.
9. A compliance summary table that includes:
 - i. SIU's which were in SNC at any time during the year;
 - ii. The total number of SIUs that are in SNC with pretreatment, compliance schedules during the year; and
 - iii. The total number of notices of violation and administrative orders issued against SIUs during the year;

- a. The total number of civil and criminal judicial actions filed against SIUs during the year;
 - b. The number of SIUs that were published as being in SNC during the year; and
 - c. The number of IUs from which penalties were collected during the year.
10. A short description of any significant changes in operating the pretreatment program that differ from the previous year including, but not limited to changes concerning:
 - i. The program's administrative structure;
 - ii. Local industrial discharge limitations;
 - iii. Monitoring program or monitoring frequencies;
 - iv. Legal authority or enforcement policy;
 - v. Funding mechanisms; and
 - vi. Resource requirements and/or staffing levels.
11. A summary of the annual pretreatment budget, including the cost of pretreatment program functions and equipment purchases.
12. A summary of public participation activities to involve and inform the public.
13. A description of any changes in sludge disposal methods and a discussion of any concerns not described elsewhere in the report.
14. The cumulative number of industrial users that the City has notified regarding Baseline Monitoring Reports and the cumulative number of industrial user responses.
15. The City shall submit the quarterly compliance status reports and the annual pretreatment report to the Regional Board.

VIII. MONITORING FREQUENCIES

The Regional Board Executive Officer is delegated authority to revise this Monitoring and Reporting Program, including monitoring frequencies and parameters. The City may make a request (with justification) to reduce the monitoring frequency or to modify the list of monitoring constituents. The City shall not make any adjustment until the Executive Officer provides written approval after determining that the request is adequately justified.



Los Angeles Regional Water Quality Control Board

February 15, 2018

Michael Rock, City Manager
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93061

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CLAIM NO. 7017 1450 0002 1559 0539

WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2018-0022 AND CEASE AND DESIST ORDER NO. R4-2018-0023 FOR SANTA PAULA WATER RECYCLING FACILITY (SPWRF) – CITY OF SANTA PAULA (FILE NO. 06-189, CI NO. 9259, GLOBAL ID WDR100000849)

Dear Mr. Rock:

Our letter of February 5, 2018, transmitted the second revised tentative Waste Discharge Requirements and Cease and Desist Order (WDRs/CDO) for the Santa Paula Water Recycling Facility – the City of Santa Paula.

Pursuant to Division 7 of the California Water Code, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) at a public meeting held on February 8, 2018, reviewed the second revised tentative WDRs/CDO, considered all factors in the case, and adopted WDRs Order No. R4-2018-0022 and CDO No. R4-2018-0023 (copies enclosed) relative to this discharge. The adopted WDRs/CDO will be posted on the Regional Board’s website at:

http://www.waterboards.ca.gov/losangeles/board_decisions/adopted_orders/

The City of Santa Paula shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under the WDRs/CDO, including groundwater monitoring data, discharge location data, and searchable Portable Document Format of monitoring reports to the State Water Resources Control Board GeoTracker database under Global ID WDR100000849.

If you have any questions, please contact the Project Manager, Dr. Don Tsai at (213) 620-2264 (Don.Tsai@waterboards.ca.gov), or me at (213) 576-6683 (Eric.Wu@waterboards.ca.gov).

Sincerely,

Eric Wu, Ph.D., P.E.
Chief of Groundwater Permitting Unit

Enclosures:

1. Waste Discharge Requirements Order No. R4-2018-0022
2. Attachments A to E
3. Cease and Desist Order No. R4-2018-0023

cc (via email):

Mr. John Ilasin – City of Santa Paula
Mr. Jim Kuykendall – Stantec
Ms. Ashli Desai – Larry Walker Associates
Ms. Stephanie Medina, Heal the Bay
Mr. William C. Stratton, County of Ventura Environmental Health Division
Mr. Jeff Pratt, Ventura County Public Works Agency
Mr. Chris Theisen, Ventura Regional Sanitation District
Mr. Mauricio E. Guardado, United Water Conservation District
Department of Fish and Game, Region 5
Ventura County Waterworks District 16
Mr. Donald Westerdale
Mr. David Lippert
Mr. Norman Bigott
Ms. Kate Neiswender
Ms. Katherine Malzacher
Dr. Edo McGowan
Mr. David W. Rowlands, City of Fillmore

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD LOS ANGELES REGION

320 West 4th Street, Suite 200, Los Angeles, California 90013
(213) 576-6660 • Fax (213) 576-6640
<http://www.waterboards.ca.gov/losangeles/>

CEASE AND DESIST ORDER NO. R4-2018-0023 FILE NO. 06-189

REQUIRING CITY OF SANTA PAULA TO UNDERTAKE ACTIONS TOWARD COMPLIANCE WITH CHLORIDE REQUIREMENTS IN WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES FROM SANTA PAULA WATER RECYCLING FACILITY

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) finds:

1. The City of Santa Paula (City or Discharger) is the owner of the Santa Paula Water Recycling Facility (SPWRF), a Publicly-Owned Treatment Works (POTW), located at 920 Corporation Street in Santa Paula, California. The SPWRF is operated by American Water and discharges tertiary-treated wastewater to groundwater via three percolation ponds adjacent to the facility.
2. The SPWRF treats wastewater generated within the City and is designed for a flow of 4.2 million gallons per day (MGD). Based on the discharge records between July 2010 and June 2017, the monthly average effluent discharged from the SPWRF ranged between 1.36 and 2.44 MGD, with an average of 1.86 MGD.
3. The wastewater treatment process at the SPWRF consists of preliminary treatment (coarse and fine mechanical screening and grit removal at the Influent Lift Station), flow equalization (two flow equalization tanks), secondary treatment (three aeration tanks with nitrification and denitrification activated sludge), tertiary treatment (six biomembrane reactors, providing further carbonaceous oxidation, nitrification/denitrification and solids removal to meet the limits of the WDRs), and disinfection (UV). Treated and disinfected effluent is discharged to three percolation ponds. The returned activated sludge is treated at two of three aerobic digesters (one aerobic digester is for backup) after being thickened at two thickeners. The solids generated at the aerobic digesters receive final dewatering at the screw dewatering press. Final solids meeting the United States Environmental Protection Agency (USEPA) Class B reuse standards are sent to the Ventura County Regional Bio-Solids facility.
4. The SPWRF is able to meet all final effluent limitations in the City's waste discharge requirements (WDRs) except for chloride. This is due to the SPWRF not being designed to remove chloride. Since the SPWRF has no ability to remove chloride, chloride is passed through to the effluent and then groundwater via discharges to the percolation pond. Non-compliance with chloride effluent and groundwater limitations is the most problematic issue with the SPWRF. Table 1 summarizes the chloride concentrations of effluent discharged from the SPWRF.

Table 1 – Annual Average Chloride Concentrations ^[1] (milligrams/Liter, mg/L) in SPWRF Effluent	
Period	Effluent of SPWRF
2010	156
2011	153
2012	149
2013	155
2014	145
2015	134
2016	137
2017 (Jan – Jun)	141
Range ^[2]	144.4 ± 8.2

Table Notes:

- [1] All data collected from grab samples.
- [2] Data range is based on one standard deviation.

-
- A. The monthly effluent chloride concentration ranged from 125 to 166 mg/L between July 2010 and June 2017, which continuously exceeded the chloride effluent limitation of 110 mg/L. This has led to an escalation of the chloride concentrations in groundwater below and surrounding the three percolation ponds with a range of 121 to 168 mg/L and an average of 140 mg/L since July 2010. The groundwater and effluent data indicate that the chloride discharges from the SPWRF have impacted the receiving groundwater quality in the vicinity of the SPWRF.
 - B. The elevated chloride concentrations in the effluent were believed to be associated with the approximately 1,250 Self-Regenerating Water Softeners (SRWS) installed in the households of the City. These SRWS generate brine containing elevated chloride concentrations, which are discharged to sewers and delivered to the SPWRF as influent.
 - C. According to the effluent data collected between October 2015 and June 2017, a total of 2,479 pounds/day (lbs/day) of chloride, based on the effluent flow rate of 2.2 MGD [95 percentile of monthly average effluent flows, resulting from data recorded between October 2015 (beginning of the SRWS Buyback Program) and June 2017] and a chloride effluent concentration of 135 mg/L, were discharged to the groundwater underlying the percolation pond.
5. The Regional Board issued three Notices of Violation (NOVs), described below, to the City for exceedances of the chloride effluent and groundwater limitations in Order No. R4-2007-0028. These NOVs required the City to implement corrective and preventative actions to bring the City's discharge into full compliance with chloride effluent limitations and receiving water requirements specified in Order No. R4-2007-0028, previously adopted by this Regional Board on May 3, 2007.

- A. The November 3, 2011 NOV summarized chloride limit exceedances between the second quarter of 2010 and the third quarter of 2011. These violations included 15 exceedances of chloride and one exceedance of total nitrogen, di(2-ethyl)phthalate, and dioxin in effluent; and 1 exceedance of sulfate, 5 exceedances of chromium, 10 exceedances of aluminum, 1 exceedance of nickel and boron and nitrate plus nitrite, and 26 chloride exceedances of groundwater limitations.
 - B. The December 30, 2014 NOV summarized 36 and 88 chloride exceedances in effluent and groundwater, respectively, between the fourth quarter of 2011 and the third quarter of 2014.
 - C. The March 20, 2017 NOV summarized 27 and 50 chloride exceedances in effluent and groundwater, respectively, between the fourth quarter of 2011 and the fourth quarter of 2016.
6. The City's efforts to reduce the chloride concentration in the influent to the SPWRF are summarized below:
- A. The City identified that the influent to the SPWRF contains brine with elevated chloride concentration from Self-Regenerating Water Softeners (SRWS). There are approximately 1,250 residential SRWS used in the City.
 - B. On September 5, 2006, the City established Ordinance No. 1160 prohibiting the installation or replacement of residential SRWS.
 - C. On June 22, 2015, the City adopted Resolution No. 6918 approving a SRWS Buyback and Incentive Program. This program offers a financial incentive to residents to voluntarily remove SRWS. A Kick-Off SRWS Buyback event was held on September 19, 2015. The removal of SRWS under this program began in October 2015. As of September 30, 2017, 255 of the approximately 1,250 SRWS have been removed. Table 2 summarizes the progress of SRWS removal by comparing the monthly average chloride concentration in the effluent compared to the accumulated number of SRWS removed. A reliable decreasing trend for chloride has not been observed in the effluent.

Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
April 2015	0	135
May 2015	0	134
June 2015	0	132
July 2015	0	136
August 2015	0	134
September 2015	0	129
October 2015	23	132

Period	Accumulated Number of SRWS Removed	Effluent (mg/L)
November 2015	46	133
December 2015	58	129
January 2016	74	146
February 2016	83	139
March 2016	96	138
April 2016	106	137
May 2016	115	138
June 2016	122	138
July 2016	125	134
August 2016	135	125
September 2016	158	133
October 2016	166	142
November 2016	196	140
December 2016	200	141
January 2017	220	146
February 2017	228	157
March 2017	233	143
April 2017	236	131
May 2017	243	134
June 2017	244	134
July 2017	247	129
August 2017	254	125
September 2017	255	129
Monthly Range^[2]	---	136.4 ± 7.4

Table Notes:

- [1]. All data collected from grab samples.
- [2]. Data range is based on one standard deviation and results from data collected between October 2015 and September 2017.

7. To address the City's chloride exceedances in the effluent and groundwater, the Regional Board required the City to submit a Chloride Reduction Workplan. Board staff also met

with the City on several occasions to discuss the City's chloride exceedances. A summary of these events are as follows:

- A. On December 19, 2013 and May 11, 2015, the Regional Board met with the City to discuss its Chloride Reduction Workplan. The City's Chloride Reduction Workplan includes the following tasks:
 - i. Prohibit SRWS installations or replacements;
 - ii. Implement a SRWS Buyback Program;
 - iii. Implement a Recycled Water Program to reduce effluent discharged to the three percolation ponds; and
 - iv. Implement Supplemental Strategies, if needed, including advanced treatment (e.g. reverse osmosis) and disposal of brine.
 - B. On January 28, 2016, Regional Board staff discussed with the City the necessary actions to reduce the chloride concentration in the effluent, which included the SRWS Buyback Program. The City also proposed to explore application of recycled water at locations other than identified groundwater hot spots and to conduct groundwater impact investigation and remediation activities. The City was notified that detailed schedules and milestones were required for all actions.
 - C. On March 8, 2016 and September 14, 2016, the City met with Regional Board staff to provide an update of its SRWS Buyback Program efforts. The City noted that five City employees were deployed to conduct door-to-door visits to encourage participation in the SRWS Buyback Program among 7,500 dwellings within the City.
 - D. On October 31, 2016, the City met with Regional Board staff to provide an update on the following topics:
 - i. Status of implementing the chloride compliance strategy and potential for reduction of effluent discharged to the three percolation ponds via the City's Recycled Water Program;
 - ii. Assimilative capacities for chloride at different groundwater locations beneath the City based on the Salt and Nutrient Management Plan for the Lower Santa Clara River Basin; and
 - iii. Groundwater hot spots (i.e., chloride impaired areas with no assimilative capacity for recycled water applications) in the City.
8. On July 9, 2015, the Regional Board adopted Resolution No. R15-007, an amendment to the Basin Plan that incorporated stakeholder-developed groundwater quality management plan for salts and nutrients in the Lower Santa Clara River groundwater basins. Groundwater quality management measures were developed by stakeholders as part of the Salt and Nutrient Management Plan (SNMP) for the Lower Santa Clara River Basins in Ventura County. Such plans are a requirement of the State Water Resources Control Board's (State Water Board) Recycled Water Policy and are intended to maintain high quality waters and

to protect the beneficial uses of groundwater while promoting recycled water use throughout the state. The SNMP utilized a groundwater quality model that characterized the water quality in the Santa Paula Basin and examined the degree of impairment to water quality in the Basin. The model shows there is available assimilative capacity for salts and nutrients, including chloride, in most areas of the Santa Paula Basin to allow for recycled water projects consistent with the Recycled Water Policy. As described below, the City is planning to recycle effluent that is currently discharged to the percolation pond.

9. The City developed and utilized a simple spreadsheet mixing model, the *Groundwater Chloride Transportation Model* (Chloride Model), to analyze the effect of future effluent discharges on groundwater over time at various distances from the percolation pond. The City's modelling assumed some degradation of groundwater with respect to chloride within a limited range of mixing zone radius below and adjacent to the SPWRF, measured from the boundaries of the percolation pond. This distance is the maximum allowable distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less in order to provide protection to groundwater beneficial uses at the first encountered water supply wells which are at 150 feet away from the percolation ponds. Groundwater within the mixing zone will exceed the chloride GQO of 110 mg/L. Mass-volume balance calculations along with Darcy's Law are used to account for travel in porous media. The Chloride Model simulates instantaneous and complete mixing of ambient groundwater with effluent seepage reaching the water table from the percolation pond using SPWRF data for flow and chloride effluent concentrations. It was conservatively assumed that any effluent discharge to the percolation pond would infiltrate into the underlying aquifer and not be diverted for other uses. Groundwater parameters within the spreadsheet model were selected based on recent monitoring reports in order to be representative of average conditions within the vicinity of the SPWRF. The Chloride Model assumes an initial volume of groundwater underlying the ponds possessing background chloride concentrations of 136 mg/L. The volume of the existing groundwater body is calculated as the product of the radius of interest (150-1200 feet), an assumed saturated thickness of potentially impacted groundwater (50 feet), and the porosity of the underlying sediments (assumed to be 0.2) based on the low end of published literature values for a sand and gravel mixture. Based on the regional groundwater quality data documented in the SNMP, regional groundwater inflow is assumed to have a chloride concentration of 91 mg/L.

On December 14, 2016, Regional Board staff met with the City to discuss the results of the Chloride Model, which evaluated compliance with the groundwater quality objectives beneath and adjacent to the three percolation ponds, for various discharge scenarios. Based on Regional Board staff's comments, the City implemented additional discharge scenarios in the Chloride Model, which was discussed in meetings held on February 8, 2017, February 17, 2017, July 24, 2017, and August 7, 2017.

10. The Chloride Model simulated chloride concentrations in the receiving groundwater resulting from chloride mass loading reduction in the three percolation ponds. The Model predicted GQOs being achieved at 150 feet away from the percolation pond when the total mass of chloride in the effluent is significantly reduced. The initial mass of chloride is calculated based on the average chloride effluent concentration of 135 mg/L and the discharge rate of 2.2 MGD, which results in 2,479 pounds total mass of chloride discharged per day. The reduction of chloride mass discharged to the percolation pond can be achieved by improving the effluent chloride concentration (e.g., source control or treatment), or diverting a

significant amount of flow for recycled water uses, or a combination of both in order to protect water supply wells AW01, AW02, and AW03, approximately 150, 150, and 300 feet, respectively, away from percolation pond. Water produced from these wells is primarily for agricultural irrigation use.

To achieve the chloride GQO of 110 mg/L in groundwater at least 150 feet away from the percolation pond, the City provided various effluent chloride concentration and allowable flow combinations (Table 3). Based on the hydrology and hydrogeologic condition at the SPWRF percolation ponds area, the higher the concentration of chloride in the effluent, the less volume and mass can be discharged to percolation ponds to comply with the chloride GQO in the Basin Plan. For example, if the chloride concentration in the effluent is 135 mg/L, only 0.07 MGD, which is equivalent to 79 pounds of chloride per day, could be discharged to the percolation pond to achieve the chloride GQO of 110 mg/L at 150 feet away from the percolation pond. If the chloride concentration in the effluent is reduced to 120 mg/L, then more flow (0.2 MGD) can be discharged to the percolation pond and achieve the chloride GQO 150 feet away from the percolation pond.

Chloride Effluent Concentration	Flow to Percolation Ponds (% of 2.2 MGD)	Allowable Effluent Mass Load to Groundwater (Daily)	Chloride Groundwater Concentration at 150 feet
135 mg/L	0.07 MGD (3.2%)	79 pounds (lbs)	110 mg/L
130 mg/L	0.1 MGD (4.5%)	108 lbs	110 mg/L
125 mg/L	0.13 MGD (5.9%)	135 lbs	110 mg/L
120 mg/L	0.2 MGD (9.1%)	200 lbs	110 mg/L
115 mg/L	0.4 MGD (18.2%)	384 lbs	110 mg/L

11. To achieve compliance with the chloride GQO and to conserve potable water, the City plans to reduce the volume of effluent, and thus a reduction of the chloride mass discharged to the percolation pond by providing recycled water for various local uses. The Regional Board has evaluated the planned recycle projects and has determined that they will be consistent with the State Water Board's Recycled Water Policy and will still preserve available assimilative capacity within the Santa Paula Basin consistent with the SNMP. The mass-based effluent limitation for chloride in the City WDRs reflects the City's chosen compliance option. The groundwater limitations are based on the GQOs in the Basin Plan.
12. On December 22, 2015, the City submitted the Recycled Water Program Technical Report and Notice of Intent with the Title 22 Engineering Report to the State Water Board's Division of Drinking Water (DDW) for approval. DDW conditionally approved the Title 22 Engineering Report on August 19, 2016. On June 14, 2017, the Regional Board enrolled the City's recycled water program under separate Water Reclamation Requirements for Recycled Water Use Order WQ 2016-0068-DDW, issued by the State Water Board on June 7, 2016.
13. In the City's report, *Chloride Load Reduction Milestones*, submitted to the Regional Board on March 14, 2017, the City included the construction of reverse osmosis treatment at the

SPWRF as an option (under Supplemental Strategies), if needed, in order to comply with the chloride groundwater quality objective of 110 mg/L. The City will continue its source control efforts to remove SRWSs and will first focus on recycling most of its effluent in order to bring the groundwater back into compliance with GQOs. Progress with these efforts will be assessed at Year 2022 and determination will be made as to whether advanced treatment will be required to meet the chloride GQO at Year 2027. If advanced treatment is required, effluent limits will be applied in a way to ensure protection of all beneficial uses, including salt-sensitive crops.

14. Due to the following reasons, the City cannot immediately comply with the chloride effluent and groundwater limitations prescribed in the City's WDRs, Order No. R4-2018-0022: (1) elevated chloride concentrations in the influent, (2) the wastewater treatment process not currently designed to remove chloride out of the waste stream, and (3) time needed to construct recycled water pipelines to deliver recycled water to users. In addition, the current progress of the City's SRWS Buyback Program does not reliably ensure that the SPWRF will comply with the chloride effluent and groundwater limitations. Therefore, the Regional Board has determined that issuance of this Cease and Desist Order (CDO) is appropriate and necessary to put the City on the path towards compliance with the effluent and groundwater limitations for chloride set forth in the City's WDRs. This CDO requires the City to comply with interim chloride effluent and groundwater limitations and implement actions pursuant to a prescribed time schedule.

By the end of the CDO schedule, there will be permitted degradation of groundwater with respect to chloride within a limited mixing zone radius downgradient and adjacent to the SPWRF percolation ponds, measured from the boundaries of the percolation pond to 150 feet. This distance is the shortest distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less. Groundwater within the 150-foot mixing zone will exceed the chloride GQO of 110 mg/L. Based on the available data, there are no water supply wells within the 150-foot mixing zone. The City can arrange for alternative water supplies for any well owners in the mixing zone, if any are discovered.

15. California Water Code (CWC) section 13301 provides in pertinent part "When a regional board finds that a discharge of waste is taking place, or threatening to take place, in violation of requirements or discharge prohibitions prescribed by the regional board or the state board, the board may issue an order to cease and desist and direct that those persons not complying with the requirements or discharge prohibitions (a) comply forthwith, (b) comply in accordance with a time schedule set by the board, or (c) in the event of a threatened violation, take appropriate remedial or preventive action...Cease and desist orders may be issued directly by a board, after notice and hearing."
16. As a result of the historical monitoring data and other activities described in this CDO, the Regional Board finds that a discharge of waste is taking place or threatening to take place in violation of requirements or discharge prohibitions prescribed by the Regional Board in the City's WDRs, Order No. R4-2018-0022. This CDO requires the City to take appropriate remedial action and to comply in accordance with the time schedule set forth below. The compliance schedules provide the City sufficient time to achieve compliance with the chloride requirements in its WDRs.

17. This Order includes interim effluent and groundwater limitations, identified below, and actions and milestones proposed by the City leading to compliance with the effluent and groundwater limitations for chloride. The interim effluent and groundwater limitations are based on gradual reductions in chloride mass loading. The established compliance schedule is as short as possible, taking into account the technological, operation, and economic factors that affect the design, development, and implementation of the remedial actions that are necessary to comply with the effluent and groundwater limitations.
18. A CDO is appropriate in these circumstances to allow time for the City to implement recycled water projects and continue its SRWS Buyback Program to bring the SPWRF into compliance with the effluent and groundwater limitations. The temporary exceedances allowed by this CDO are in the public interest given the significant environmental benefits associated with reducing chloride loading to groundwater to promptly achieve compliance with the effluent and groundwater limitations, and to allow for recycled water use throughout the City of Santa Paula, especially in light of California's historic drought and predictions for future climatological effects from climate change.
19. CWC section 13267 provides in pertinent part:
 - (a) A regional board, in establishing or reviewing any water quality control plan or waste discharge requirements, or in connection with any action relating to any plan or requirement or authorized by this division, may investigate the quality of any waters of the state within its region.
 - (b)(1) In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region . . . shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.
20. The technical and/or monitoring reports required by this CDO are necessary to assure compliance with the WDRs Order No. R4-2018-0022 and this CDO. The City operates the SPWRF that produces and discharges the waste subject to WDRs. The actions and reports required by this CDO are directly related to the City's compliance with these requirements and do not require expense that is not already required pursuant to the WDRs. This CDO provides time for the City to comply and to spread costs over several years. The burden of these actions and reports bears a reasonable relationship to the need for the actions and reports.
21. This CDO concerns an existing facility and does not significantly alter the status with respect to the SPWRF. The issuance of this Order is an enforcement action by a regulatory agency and is being taken for the protection of the environment. Therefore, issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21100, et seq.) in accordance with sections 15061(b)(3), 15301, 15306, 15307, 15308, and 15321(a)(2) of Title 14 of the California Code of Regulations.

22. The Regional Board has notified the City and interested agencies and persons of its intent to issue this CDO concerning compliance with the WDRs. The Regional Board accepted written comments, and heard and considered all comments and evidence pertaining to this matter in a public hearing.
23. Any person aggrieved by this action of the Regional Board may petition the State Water Board to review the action in accordance with California Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must *receive* the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

THEREFORE, IT IS HEREBY ORDERED that, pursuant to California Water Code sections 13301 and 13267, the City of Santa Paula, as owner of the SPWRF, shall comply with the following measures to ensure compliance with Order No. R4-2018-0022:

1. Cease and desist discharging chloride in violation or threatened violation of Order No. R4-2018-0022. No term or condition of Order No. R4-2018-0022 is superseded or stayed by this CDO.
2. The discharge of treated wastewater from the SPWRF shall not cause the exceedance of the following groundwater limitations in Table 4 below. Comply immediately with the interim effluent and groundwater limitations for chloride prescribed in Table 4, below, and in accordance with the following schedule.

Table 4 – Interim Chloride Limitations			
Effluent Limitation (Monthly Average)	Mass Reduction	Groundwater Limitation (Monthly Average)	Deadline
2,479 lbs/day ^[1]	0%	136 mg/L ^[2]	February 8, 2018
2,231 lbs/day ^[1]	10%	136 mg/L ^[2]	February 8, 2020
1,983 lbs/day ^[1]	20%	136 mg/L ^[2]	February 8, 2021
1,240 lbs/day ^[1]	50%	131 mg/L ^[1]	February 8, 2023
744 lbs/day ^[1]	70%	129 mg/L ^[1]	February 8, 2025
124 lbs/day ^[1]	95%	114 mg/L ^[1]	February 8, 2027

Footnote:

- [1]. Based on the City's *Chloride Load Reduction Milestones* dated August 8, 2017.
- [2]. Based on the 95th percentile of chloride effluent concentrations during the implementation of the SRWS Buyback Program from October 2015 to September 2017.

3. Comply with the following remedial actions and milestones according to the time schedule below:
 - A. By **May 1, 2018**, the City shall submit a technical report evaluating the long-term effectiveness of the SRWS Buyback Program for the reduction of chloride concentration in the SPWRF's effluent and the groundwater.
 - B. By **August 1, 2018**, the City shall submit a *Groundwater Chloride Investigation and Well Protection Workplan* (with schedules and milestones) for the Executive Officer's review and approval. The City shall implement this Workplan within 120 days from the Executive Officer's approval. The Workplan shall:
 - i. Identify the names/numbers and locations of the groundwater monitoring wells to determine site-specific groundwater flow direction and gradient for the purposes of adequately assessing any impacts of chloride discharges to the quality of the receiving groundwater;
 - ii. Identify all water supply wells that may be influenced by the discharge of chloride from the SPWRF, the well structures, ownership and associated groundwater quality; and
 - iii. Include an approach to ensure that groundwater quality influenced by the discharge of chloride from the SPWRF and delivered from agricultural water supply wells to irrigate salt-sensitive crops be no higher than 117 mg/L. Alternatively, the City may voluntarily provide alternative water supplies to private well owners to irrigate salt-sensitive crops, upon request by the well owners.
 - C. By **February 1, 2019**, the City shall submit the infrastructure design for recycled water delivery from the SPWRF, including all layouts of recycled water use pipelines and pump stations.
 - D. By **August 1, 2020**, the City shall complete all necessary regulatory requirements, including compliance with the California Environmental Quality Act (CEQA), and obtain all necessary permits for construction and/or installation of pipelines.
 - E. By **May 1, 2022**, the City shall complete infrastructure construction and/or installation of recycling pipelines for recycled water delivery and uses.
 - F. By **August 1, 2022**, if the City's recycled water efforts are not on track to meet the 50% mass reduction requirement in accordance with Table 4, above, the City shall develop an alternative approach, or combination of approaches, for effluent chloride reduction. A stakeholder working group should be assembled as alternatives are discussed and recommended. Stakeholders should include neighboring property owners, local water agencies, and agricultural growers of salt-sensitive crops. Alternatives that can be considered include, but are not limited to, treatment or partial treatment of chloride in the effluent, wellhead treatment, a proposed Basin Plan amendment for Regional Board consideration (e.g., averaging period and/or a site-specific chloride GQO) that would protect beneficial uses, and other combinations of approaches to remediate the local groundwater and protect beneficial uses.

- G. If the City has not achieved the required 50% mass reduction in accordance with Table 4, above, the City shall submit an *Alternative Effluent Chloride Mitigation Workplan* to the Regional Board by **March 15, 2023** for Executive Officer review and approval. The Workplan shall identify the City's alternative approach, or combination of approaches, for effluent chloride reduction and shall include proposed interim milestones and deadlines. If the City's alternative approach includes a proposed Basin Plan amendment for Regional Board consideration that would protect beneficial uses, the City shall include supporting scientific and technical information and analysis demonstrating that beneficial uses would be protected, as well as documentation that such a proposal was discussed in detail by the stakeholder working group. The City shall present the alternative approach(es) identified in its *Alternative Effluent Chloride Mitigation Workplan* to the Regional Board as an information item at a regularly scheduled Board meeting by **May 15, 2023**. The City shall implement its *Alternative Effluent Chloride Mitigation Workplan* within 60 days of the Executive Officer's approval.
 - H. As soon as possible, but no later than **February 8, 2028**, the City shall achieve full compliance with the effluent and groundwater limitations for chloride prescribed in Order No. R4-2018-0022.
 - I. After each date listed in subsection A. through F. above, the City shall provide a verbal report at the next regularly scheduled Board meeting pertaining to the compliance, or lack thereof, with the requirement.
 - J. Subsections F. and G., above, do not limit the City's ability to propose a Basin Plan amendment for Regional Board consideration prior to March 15, 2023. At any time during the term of this CDO, the City may propose a Basin Plan amendment that the Regional Board will consider, including an averaging period and/or a site-specific chloride GQO that protects beneficial uses. As with subsection G., the City shall include supporting scientific and technical information and analysis demonstrating that beneficial uses would be protected, as well as documentation that such a proposal was discussed in detail by a stakeholder working group.
4. Submit quarterly progress reports on the status of the City's compliance with the effluent and groundwater limitations for chloride in Order No. R4-2018-0022 and this CDO.
- A. Each quarterly progress report shall include, but is not limited to:
 - i. ***Continuous SRWS Buyback Program Assessment*** – The City shall report its progress on the SRWS Buyback Program and evaluate whether the Program is resulting in chloride reductions in the effluent and groundwater.
 - ii. ***Groundwater and Well Protection Program*** – The City shall report its progress on implementing the *Groundwater Chloride Investigation and Well Protection Workplan*, including the actions taken to protect water supply wells influenced by the discharge of chloride from the SPWRF.
 - iii. ***Alternative Effluent Chloride Mitigation Implementation*** – The City shall provide the progress of implementing the alternative effluent chloride mitigation workplan and evaluate the compliance with the schedule and milestones set forth in the CDO and WDRs.

- B. Quarterly progress reports shall be *received* by the Regional Board by the 30th day of the month following the end of each quarterly monitoring period according to Table 5, below. The first report is due by April 30, 2018.

Table 5 – Reporting Period and Due		
Quarterly Report	Reporting Period	Report Due*
First Quarter	January - March	April 30
Second Quarter	April - June	July 30
Third Quarter	July - September	October 30
Fourth Quarter	October - December	January 30
Annual	January - December	April 30

*If a deadline falls on a Saturday, Sunday, or State holiday, the report must be received by the next business day.

5. Any person signing a document submitted under this CDO shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

6. In accordance with California Business and Professions Code sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. All technical reports specified herein that contain work plans for, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professional(s), even if not explicitly stated. Each technical report submitted by the City shall contain the professional's signature and/or stamp of the seal.
7. The City shall submit all reports required under this CDO, including groundwater monitoring data in Electronic Data Format, well and discharge location data, and searchable Portable Document Format (PDF) of reports and correspondence, to the State Water Board's GeoTracker database under Global ID WDRs 100000849.
8. If the City fails to comply with any provision of this CDO, the Regional Board may take any further action authorized by law. The Executive Officer, or his/her delegee, may take appropriate administrative enforcement action pursuant, but not limited to, California Water Code sections 13268 and/or 13350. The Regional Board may also refer any violations to the Attorney General for judicial enforcement, including injunction and civil monetary remedies.

9. This CDO may be reopened at the Regional Board's discretion to consider limits or other requirements for the SPWRF and may specifically be reopened to make revisions consistent with the City's efforts to reduce chloride discharge from the SPWRF.
10. This Order becomes effective immediately upon issuance.

I, Samuel Unger, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region, February 8, 2018.

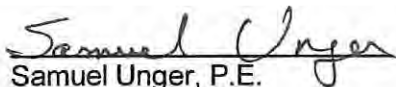

Samuel Unger, P.E.
Executive Officer

EXHIBIT B SCOPE OF SERVICES

The Scope of Services¹ for this Agreement by VRSD include those listed below for operations, maintenance, repair, and replacement of facilities and equipment related to the City's WRF. Unless more specifically set forth in the Agreement, VRSD shall provide all labor, materials, and supplies as described in more detail below:

A. WRF Operations Management

1. PERSONNEL MANAGEMENT

a. VRSD shall operate, maintain, and monitor the WRF such that the WRF is staffed or monitored seven days per week, 24 hours per day. At a minimum, the WRF shall be staffed by qualified personnel between the hours of 7:00 AM and 4:00 PM every day of the year during the term of the Agreement.

b. VRSD shall guarantee and provide certified operations staff, as required by federal, state, and local laws, that include at a minimum:

- i. One (1) Grade IV Operator as Chief Plant Operator.
- ii. One (1) Grade III Operator as Operator-in-Charge at all times the plant is operating.
- iii. Two (2) Grade II or I Operators.
- iv. Part-Time Mechanic to be available on an "On call or as needed" basis.

c. VRSD is authorized to lead and direct all crews assigned to the operation and maintenance of the WRF, as defined in Scope of Services, regardless of whether the crews are composed of VRSD employees, City employees, subcontractors, or City-retained consultants, engineers, or VRSDs.

d. VRSD shall be responsible for training of personnel to maintain their certification and improve their knowledge.

e. VRSD shall implement the Site-Specific Safety Plan, which is incorporated herein by referenced, and adhere to all OSHA requirements for all personnel employed or managed by OPERATOR who are involved with the WRF.

¹ See also Agreement, Article 1, section f. "Services" and Article 3: Scope of Services

2. ONGOING OPERATION, MAINTENANCE AND EMERGENCY REPAIR

a. VRSD shall comply with the CITY's existing WRF Operations and Maintenance (O&M) Manual and Standard Operating Procedures (SOPs), both the O&M Manual and SOPs are incorporated herein by reference, and may make appropriate changes, modifications, and edits to the O&M and SOPs to facilitate WRF compliance with Applicable Laws, Plans, Policies, and Regulations. VRSD agrees to make the O&M and SOPs visible and readily available for review at the Operations Building.

b. VRSD shall maintain in good condition any CITY operating equipment, buildings, materials, supplies, documents, manuals, specification copies used by the VRSD and shall duly account to the CITY as a fiduciary thereof for those possessions until the time the CITY assumes the responsibilities relating to the respective function for which the property was utilized by VRSD.

c. VRSD shall diligently respond to all service calls for outages, stoppages, overflows, breaks, or emergencies, if any, regarding wastewater treatment, and in no event later than one (1) hour after being notified of such incidents by the CITY.

d. VRSD will add or replace necessary chemicals to maintain acceptable quality levels necessary for operation of the WRF in accordance with Applicable Laws, Plans, Policies, and Regulations.

e. VRSD shall remove and dispose of trash and debris within the WRF site, including parking areas, percolation ponds and banks, and perimeter fencing.

f. VRSD shall manage maintenance repairs for the CITY's WRF, through ongoing evaluation and documentation of WRF operations.

g. VRSD shall maintain an adequate supply of spare parts to ensure continuous operation of the WRF at full capacity. VRSD shall prepare and maintain a list of required spares for CITY purchase. VRSD requests for repairs and replacements to the WRF must be submitted to the CITY with the proper documentation prior to performing the work, unless emergency conditions arise and action must be taken to prevent damage, injury, or system overflows or regulatory noncompliance. Any repairs and replacements determined by VRSD shall be approved by the CITY in accordance with CITY purchasing guidelines.

h. VRSD may either purchase materials and services necessary to perform the Scope of Services through the CITY's purchasing system and in accordance with City Purchasing Policy, which are incorporated herein by reference, or purchase materials and services necessary for urgent or emergency repairs directly and submit detailed receipts for reimbursement by the City.

i. VRSD shall have no responsibility or obligation for Capital Improvement Project expenditures, or making any capital improvements to the City's WRF unless authorized to do so in accordance with Section 6.4 of the Agreement.

j. VRSD shall complete and submit an overall WRF Condition Evaluation of the WRF assets within 120 days of Agreement effective date subject to the terms and conditions set forth in Section 6.2.

k. VRSD will cooperate with the CITY in enforcing all equipment warranties and guarantees, and administer and comply with all equipment warranty and guarantee requirements.

3. EMERGENCIES

- a. In the event of an Emergency the VRSD shall immediately be prepared to implement the existing Emergency Response Plan, which is incorporated herein by reference. Emergencies within VRSD's capabilities should be resolved in a timely manner.
- b. In any Emergency affecting the safety of persons or property, VRSD may act without written approvals from the City, at VRSD's discretion, to prevent threatened damage, injury, or loss of life.
- c. If the CITY unreasonably refuses to approve or delays in giving its approval for the Emergency work as determined by VRSD, failure to perform any such Emergency work by VRSD shall not impose any liability for errors or omissions or Damages upon VRSD.

4. OVERFLOWS AND SPILLS

VRSD must use its best reasonable efforts to prevent WRF overflows utilizing the existing Overflow and Spill Contingency Plan that address spills, overflows, upsets, and WRF system or equipment failures. In the event VRSD discovers that overflow has left the WRF site, VRSD must immediately notify the CITY and prepare all required reports to the Regional Water Quality Control Board, Office of Emergency Services, and all other agencies to which reports are required to be made.

5. BIOSOLID MANAGEMENT

- a. VRSD shall assure that all produced biosolids from the WRF are scheduled to be removed from the premises as required to minimize odors while maintaining cost

efficiency. VRSD shall provide copy of biosolids report to the CITY. Biosolids disposal for the WRF is currently provided under contract to Synagro, a composting facility in Kern County.

- b. VRSD shall assist the CITY in maintaining all governmental approvals required for the disposal or beneficial use of sewage sludge.

6. ODOR CONTROL

VRSD shall actively pursue WRF management operations that reduce the generation of odors. VRSD shall perform ongoing maintenance and repairs that minimize the generation of odors.

7. HAZARDOUS WASTE

Any Hazardous Waste or Hazardous Materials generated by the WRF in any of its activities will be disposed of by VRSD, accordance with applicable federal and state laws.

8. ACCESS

- a. VRSD will ensure that WRF is locked, alarm is set & properly working, and all gates are secured. VRSD will ensure alarms are tested monthly.
- b. VRSD will make access to the WRF available to CITY staff at all times, provide CITY staff with access codes and keys to facilities, and provide updated codes and keys to CITY staff within four (4) hours of making any changes.

9. LABORATORY MONITORING, REPORTING & COMPLIANCE

- a. VRSD will arrange for sample collection and analysis of any parameters required for process monitoring or regulatory compliance that cannot be tested at the WRF laboratory. Currently only water quality parameters from the WDRs that can be tested at the facility are pH and dissolved oxygen.
- b. VRSD will provide calibration and verification of accuracy of any in-house analytic monitoring equipment in accordance with EPA, State, and Laboratory QA/QC Program.
- c. VRSD shall comply with all permitting and monitoring requirements of the Ventura County Air Pollution Control District (APCD).

10. FINANCIAL ACTIVITIES AND RECORDS

- a. The VRSD shall retain, and furnish if the CITY requests, all books, records, documents, data, and other material relevant to all matters covered, directly or

indirectly, by this Agreement for a period of six (6) years after the expiration of this Agreement. The VRSD shall at all reasonable times during any Term and during said 6-year period, and as often as the CITY may deem necessary in its sole discretion, make available for examination, and permit the CITY or its designated authorized representative to audit and inspect all books, records, documents, data, and other material.

- b. VRSD shall utilize computer and software systems that are compatible with CITY systems, such as Windows 7 or better and latest versions of Microsoft Office unless otherwise approved by the CITY. For example, the CITY utilizes the ESRI program and is contracted with the County of GIS.
- c. VRSD shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the WRF. Such records will become property of the CITY and shall include, but not be limited to reports related to the WDRs.
- d. VRSD will provide updates for record keeping and documentation of record drawings associated with the WRF, and repairs, maintenance, and construction.

11. REPORTING

- a. VRSD shall prepare and submit monthly and annual regulatory reports in accordance with the current Waste Discharge Requirements ("WDR") and Monitoring and Reporting Plan ("MRP"). Such reports shall meet all reporting and monitoring requirements of Los Angeles Regional Water Quality Control Board and such reports will be uploaded to the SWRCB "Geotracker" database.
- b. VRSD shall be responsible for all permit requirements from Ventura County Air Pollution Control District, including all monitoring and reporting requirements under that permit.
- c. VRSD shall daily record (and maintain log at the WRF), and prepare and submit Monthly Reports to the CITY detailing plant operations and maintenance activities including:
 - i. All repairs and preventative maintenance activities.
 - ii. Odor complaints.
 - iii. Call-outs.
 - iv. Plant effluent water quality constituents for the month trended for the preceding twelve months.
 - v. Any constituents of regulatory concern.
 - vi. Plant disinfection effectiveness.
 - vii. Monthly discharge schedules.
 - viii. Monthly power consumption and cost trended for a twelve-month period.

- ix. Sludge processing production.
- x. Tour and visitor summary.
- xi. Staffing details.
- xii. Membrane operational parameters.
- xiii. Facility maintenance summary.
- xiv. Work orders issued, completed, and remaining open summary.
- xv. Equipment out of service report.
- xvi. Safety and security report.
- xvii. Status of capital improvements, maintenance, and repairs performed or coordinated.

d. Parties acknowledge and agree that ultimate legal responsibility and any legal liability for reporting noncompliance shall remain with the City.

Exhibit C
WRF Design Parameters

Average Flow	3.4 MGD
Peak Daily Flow	7.2 MGD
Influent COD	736 mg/L
COD Loading at Annual Dry Weather Flow	20,870 mg/L
Influent Oil & Grease	15 mg/L
Annual Average Influent TSS	210 mg/L
TSS Loading at Annual Dry Weather Flow	5,955 lbs/day
Influent BOD	321 mg/L
BOD Loading at Annual Dry Weather Flow	9,102 lbs/day

EXHIBIT D

**VENTURA REGIONAL SANITATION DISTRICT
HOURLY RATES
JULY 1, 2020 THROUGH JUNE 30, 2021**

			FY 2020		FY 2021	
CENTRAL ADMINISTRATION			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
CA	110	Human Resources Technician	\$86	\$129	\$84	\$126
CA	207	Administrative Assistant	\$86	\$129	\$84	\$126
CA	601	Fiscal Assistant	\$88	\$132	\$86	\$129
CA	605	Senior Fiscal Assistant	\$88	\$132	\$86	\$129
CA	208	Executive Assistant/Clerk of the Board	\$104	\$156	\$103	\$155
CA	103	Management Analyst	\$119	NA	\$114	NA
CA	109	Senior Management Analyst	\$119	NA	\$114	NA
CA	112	Safety Officer	\$119	NA	\$121	NA
CA	607	Accountant	\$119	NA	\$114	NA
CA	608	Senior Accountant	\$119	NA	\$114	NA
CA	111	Human Resources Manager	\$132	NA	\$131	NA
CA	502	Director of Finance	\$175	NA	\$175	NA
CA	501	General Manager	\$194	NA	\$197	NA
OPERATIONS			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
WWW	209	Office Assistant	\$86	\$129	\$84	\$126
WWW	207	Administrative Assistant	\$86	\$129	\$84	\$126
WWW	909	W/WW Helper	\$69	\$103	\$66	\$103
WWW	908	W/WW Worker	\$92	\$138	\$90	\$135
WWW	911	Electrical/Mechanical Worker	\$105	\$158	\$104	\$156
WWW	916	W/WW Operator in Training	\$105	\$158	\$104	\$156
WWW	905	W/WW Treatment Operator I	\$105	\$158	\$104	\$156
WWW	906	W/WW Treatment Operator II	\$105	\$158	\$104	\$156
WWW	910	W/WW Treatment Operator III	\$105	\$158	\$104	\$156
WWW	913	W/WW Treatment Operator IV	\$105	\$158	\$104	\$156
WWW	914	W/WW Treatment Operator V	\$105	\$158	\$104	\$156
WWW	450	Environmental Resource Analyst	\$112	\$168	\$110	\$165
WWW	901	Instrumentation Technician	\$106	\$159	\$107	\$161
WWW	915	Electrical & Instrumentation Control Supervisor	\$130	NA	\$131	NA
WWW	720	W/WW Operations Supervisor	\$130	NA	\$131	NA
WWW	723	W/WW Operations Superintendent	\$162	NA	\$141	NA
WWW	950	Operations Manager	\$173	NA	\$172	NA
SW	820	Solid Waste Equipment Operator	\$105	\$158	\$104	\$156
SW	314	Engineering Technician	\$106	\$159	\$107	\$161
SW	320	Engineer	\$130	NA	\$131	NA
SW	315	Senior Engineer	\$130	NA	\$131	NA
SW	319	Senior Engineering Technician	\$130	\$195	\$131	\$197
SW	506	Director of Operations	\$175	NA	\$175	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: 15%

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2020 THROUGH JUNE 30, 2021**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$150		
Airless Sprayer Epic 660E				\$52.50		
Bulldog Nozzle		\$37.50				
Chlorine Residuals, Field Tests		\$6				
Coatings & Linings - Hand Tools				\$30		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$75		
Compressor, Air				\$150		
Computer, Laptop				\$75		
Concrete Mixer				\$75		
Confined Space Tripod/Harness System w/air blower				\$75		
Debris Catcher				\$37.50		
Digital Manometer		\$1.50				
Epoxy Injection Machine				\$465		
Fleet Vehicle Use (mileage)	\$1.50					
Fuel Filtering System				\$82.50		
Gas Analyzer (GEM)						\$342
Gas Scope (meter)		\$30				
Generator - 2kw				\$37.50		
Generator - 5kw				\$37.50		
Generator - 70kw				\$150		
Grunfos Control Box		\$22.50				
Laptop computer				\$75		
Laser Alignment Equipment				\$112.50		
Lateral Camera (use = each lateral)		\$150				
Load Bank				\$67.50		
Locator (or metal detector)				\$37.50		
Manhole Rehab Equipment = \$97.50/vertical foot		\$97.50/vft				
Metal Detector (Locator)				\$37.50		
Meter - Electrical Conductivity		\$7.50				
Meter - QED Flow Cell Meter		\$30				
Mule (ATV)						\$420
Oil System				\$60		
Peristolic Pump		\$30				
pH, Field Tests		\$7.50				
Polymixer						\$195
Portable Hydorrodder				\$562.50		
Portable Welder				\$30		
Pressure Washer			\$7.50	\$60		
Pressure Washer - High Pressure/Hot Water				\$82.50		

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2020 THROUGH JUNE 30, 2021**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Pulse Air System				\$82.50		
Pump - 3" Pump				\$60		
Pump - 4" Godwin				\$150	\$840	\$3,375
Pump - 4" Trailer-Mounted Pump				\$90	\$504	\$2,025
Pump - Dewatering Pump (Potable)				\$75	\$225	\$600
Pump - Diaphragm Pump				\$150	\$840	\$3,375
Pump - King Pump				\$150	\$840	\$3,375
Pump - Trash Pump, 6"				\$150	\$840	\$3,375
Pumper Trailer				\$75		
Push Camera				\$112.50		
Root Saw or Chain Scraper				\$37.50		
Sampler - Automatic (ISCO)		\$45				
Sandblaster				\$67.50		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				\$45-\$195		
Sprayer, Airless and Manhole				\$150		
Sprayer, Extreme Airless				\$375		
Test Bench, Water (Ford)						\$375
Traffic Control Items (cones/signs)				\$45		
Vactor with Chase Truck (for traffic control) *			\$112.50	\$866.25		
Vactor without Chase Truck *			\$93	\$825.00		
Vacuum Truck *				\$472.50		
Vehicle - MULE (all terrain vehicle)						\$420
Vehicle - Standby Truck w/crane, pump, & tank		\$37.50				
Vehicle or Forklift				\$37.50		
Vehicle #2148 (Assigned to TWSD)						\$815
Vehicle #2149 (Assigned to TWSD)						\$1,550
Vehicle #2131 (Assigned to TWSD)						\$620
Video Inspection Vehicle (TV Van) *				\$472.50		
Water line depth sounder		\$3				
Water Trailer (250 Tank)				\$90		
Well Control Box (pump controller-QED)		\$15				

* Hourly/Daily rate does not include fuel surcharge.

SUPPLY (CONSUMABLE)	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		\$22.50				
Consumables				\$4.50		
Float Switch		\$79.50				
Float Weight		\$15				

EXHIBIT E

**VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES
JULY 1, 2021 THROUGH JUNE 30, 2022**

			FY 2021		OPTION A FY 2022		OPTION B FY 2022	
CENTRAL ADMINISTRATION			Hourly	OT	Hourly	OT	Hourly	OT
Div.	Pos.	Title						
CA	110	Human Resources Technician	\$84	\$126	\$85	\$128	\$85	\$128
CA	207	Administrative Assistant	\$84	\$126	NA	NA	NA	NA
CA	209	Office Assistant	NA	NA	NA	NA	NA	NA
CA	601	Fiscal Assistant	\$86	\$129	\$82	\$123	\$82	\$123
CA	605	Senior Fiscal Assistant	\$86	\$129	\$82	\$123	\$82	\$123
CA	208	Executive Assistant/Clerk of the Board	\$103	\$155	\$107	\$161	\$107	\$161
CA	103	Management Analyst	\$114	NA	NA	NA	NA	NA
CA	109	Senior Management Analyst	\$114	NA	NA	NA	NA	NA
CA	112	Safety Officer	\$121	NA	\$135	NA	\$135	NA
CA	607	Accountant	\$114	NA	\$130	NA	\$130	NA
CA	608	Senior Accountant	\$114	NA	\$130	NA	\$130	NA
CA	111	Human Resources Manager	\$131	NA	\$147	NA	\$147	NA
CA	502	Director of Finance	\$175	NA	\$209	NA	\$209	NA
CA	501	General Manager	\$197	NA	\$234	NA	\$234	NA
OPERATIONS			Hourly	OT	Hourly	OT	Hourly	OT
WWW	209	Office Assistant	\$84	\$126	\$78	\$117	\$85	\$128
WWW	207	Administrative Assistant	\$84	\$126	\$78	\$117	\$85	\$128
WWW	909	W/WW Helper	\$66	\$103	\$76	\$114	\$83	\$125
WWW	908	W/WW Worker	\$90	\$135	\$96	\$144	\$102	\$153
WWW	911	Electrical/Mechanical Worker	\$104	\$156	\$108	\$162	\$114	\$171
WWW	916	W/WW Operator in Training	\$104	\$156	\$108	\$162	\$114	\$171
WWW	905	W/WW Treatment Operator I	\$104	\$156	\$108	\$162	\$114	\$171
WWW	906	W/WW Treatment Operator II	\$104	\$156	\$108	\$162	\$114	\$171
WWW	910	W/WW Treatment Operator III	\$104	\$156	\$108	\$162	\$114	\$171
WWW	913	W/WW Treatment Operator IV	\$104	\$156	\$108	\$162	\$114	\$171
WWW	914	W/WW Treatment Operator V	\$104	\$156	\$108	\$162	\$114	\$171
WWW	450	Environmental Resource Analyst	\$110	\$165	\$124	\$186	\$131	\$197
WWW	901	Instrumentation Technician	\$107	\$161	\$129	\$194	\$135	\$203
WWW	915	Electrical & Instrumentation Control Supervisor	\$131	NA	\$129	NA	\$135	NA
WWW	720	W/WW Operations Supervisor	\$131	NA	\$137	NA	\$144	NA
WWW	723	W/WW Operations Superintendent	\$141	NA	\$158	NA	\$165	NA
WWW	950	Operations Manager	\$172	NA	\$158	NA	\$165	NA
SW	820	Solid Waste Equipment Operator	\$104	\$156	\$108	\$162	\$114	\$171
SW	314	Engineering Technician	\$107	\$161	\$129	\$194	\$135	\$203
SW	320	Engineer	\$131	NA	\$137	NA	\$144	NA
SW	315	Senior Engineer	\$131	NA	\$137	NA	\$144	NA
SW	319	Senior Engineering Technician	\$131	\$197	\$137	\$206	\$144	\$216
SW	506	Director of Operations	\$175	NA	\$161	NA	\$167	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: 15%

**AMENDMENT NO. 1 TO VRSD CONTRACT NO. 21-004
AGREEMENT FOR WASTEWATER FACILITY OPERATION,
MANAGEMENT & MAINTENANCE
BETWEEN THE
CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

This Amendment ("Amendment") to the Agreement for Wastewater Facility Operation, Management & Maintenance Agreement is made and entered into this 18th day of May, 2022 by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("City") and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq* ("VRSD"). Together, VRSD and City are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

RECITALS

A. City and VRSD entered into a Wastewater Facility Operation, Management & Maintenance Agreement dated April 15, 2021 ("Agreement"), whereby VRSD agreed to manage, operate, and maintain the City's Water Recycling Facility;

B. City and VRSD have determined that this Amendment helps VRSD to continue offering cost-effective, essential, public services to public agency wastewater clients; and

C. City and VRSD now desire to amend the Agreement for the first time to extend the term of the Agreement and alter the termination and compensation provisions.

NOW, THEREFORE, based upon valuable and adequate consideration set forth below and the Recitals stated above, the Parties mutual agree to be bound by the following amendments to the Agreement:

1. TERMS

1.1 Amendment.

(a) The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

"4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2026. Parties may extend the Agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided."

"4.2 Termination by City. City 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 3: Scope of Services herein. Such termination by City

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

"4.3 Termination by VRSD. VRSD may terminate this Agreement in the event of a material default by City in any of City's obligations hereunder. For purposes of this Agreement, a material default shall be defined as City's failure to perform any of the obligations contained in Article 6: Operational Costs and Compensation For Services. Such termination by VRSD shall be effective 60 days after City's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of City shall not relieve City from liability for such default nor for payment to VRSD for services rendered up to the date of termination."

"5.1 Operational Costs. City shall pay to VRSD the entire cost to VRSD of performing the Services which shall be \$ 1,171,920 for FY 2022-23. City shall be billed only for costs incurred. City shall not be billed for costs exceeding total written authorization and VRSD shall not be obligated to perform work in excess of written authorization from City. For this Agreement, the entire cost to City 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 5.2 each year, thereafter.

b. For purchase of supplies, equipment, and services, the actual cost 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 5.2 each year, thereafter."

(b) Section 7.2.a. shall be deleted in its entirety and the rest of Section 7.2 shall be renumbered accordingly.

(c) The Parties acknowledge and agree that the following language shall be added to the Agreement:

"4.4 Termination without Cause. At any time during this Agreement's term, either VRSD or City may terminate this Agreement for any reason by providing the other party with a minimum of 120-days prior written notice in accordance with Article 16."

“5.2.f 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 between 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 City 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.”

“5.2.g VRSD has calculated the hourly employee rates and equipment rental rates in Exhibit B based on estimated level of service commitments by five public sector clients, which could change over time. Within six months of the conclusion of each fiscal year, VRSD will perform an analysis to determine if a rebate is warranted for all water and wastewater customers for that fiscal year. A rebate in the form of a credit for future services will be provided to each customer, including City, prorated on revenues generated during the corresponding fiscal year. In order for a rebate to be warranted in any given fiscal year, all of the following conditions must be met:

- a. Revenues generated from water and wastewater services provided by VRSD exceed the costs to VRSD of providing those services;
- b. Cashflows maintained in the water/wastewater fund exceed 60-days of budgeted annual operating expenses for the following fiscal year; and
- c. Cashflows are on target to meet all capital purchase cashflow needs.”

For purposes exclusively of Section 5.2g, the term “cashflow” shall mean the VRSD’S unrestricted cash and cash equivalent balances at June 30th.

1.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

1.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first herein above written.

VENTURA REGIONAL SANITATION DISTRICT

By: Laura Hernandez
Laura Hernandez (May 8, 2022 18:35 PDT)
LAURA HERNANDEZ
Chairman of the Board

CITY OF SANTA PAULA

By: Jenny M Crosswhite
JENNY CROSSWHITE
Mayor

ATTEST

ATTEST

By: Juliet Rodriguez
Juliet Rodriguez (May 5, 2022 16:20 PDT)
JULIET RODRIGUEZ
Clerk of the Board

By: Julie Latshaw
JULIE LATSHAW
City Clerk

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

APPROVED AS TO FORM
BEST BEST & KRIEGER

By: Robert Kwong
Robert Kwong (May 5, 2022 09:36 PDT)
ROBERT N. KWONG
Legal Counsel for District

By: John Cotti
JOHN COTTI
City Attorney

APPROVED AS TO ADMINISTRATION

By: Chris Theisen
CHRIS THEISEN
General Manager



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

EQUIPMENT	CHARGE					
	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 Hydorrodder				\$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

EQUIPMENT	CHARGE					
	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.

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

EXHIBIT B

Amendment No. 3 to VRSD Contract No. 19-005

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

**WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM
MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA
AND VENTURA REGIONAL SANITATION DISTRICT**

This AMENDMENT NO. 3 (“AMENDMENT NO. 3”) to that certain WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT, dated March 20, 2019 (“ORIGINAL AGREEMENT”) is made and entered into this ____ day of June 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, (“DISTRICT”) and the CITY OF SANTA PAULA, a California general law city and municipal corporation (“CITY”) (each a “Party”; and together, the “Parties”).

RECITALS

- A. On March 20, 2019, DISTRICT and CITY entered into the ORIGINAL AGREEMENT, wherein DISTRICT agreed to service and maintain the CITY’s wastewater collection system and separate stormwater sewer system.
- B. On November 19, 2020, CITY and DISTRICT entered into AMENDMENT NO. 1 to the AGREEMENT. AMENDMENT NO. 1 extended the end date of the ORIGINAL AGREEMENT to June 30, 2023 to align with the fiscal year (“FY”) and made corresponding amendments to the Base Annual Fee schedule, attached as Exhibit A-2 to the ORIGINAL AGREEMENT, including an increase to the total four-year contract amount from \$1,416,201 to \$1,542,201, an \$81,000 increase.
- C. On May 18, 2022, CITY and DISTRICT entered into AMENDMENT NO. 2 to the ORIGINAL AGREEMENT. AMENDMENT NO. 2 extended the end date of the ORIGINAL AGREEMENT to June 30, 2027, increased the contract amount for FY 2022-2023 (i.e. Contract Year 4) to \$575,821, specified in greater detail the costs of services and equipment (including the addition of an exhibit with DISTRICT hourly rates), added an automatic annual Consumer Price Index (CPI) adjustment, required rebates to customers under certain conditions, and revised the grounds and conditions for termination.
- D. As used hereafter, the term “AGREEMENT” shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1 and AMENDMENT NO. 2.
- E. The Parties have determined that it is necessary to amend the AGREEMENT to help DISTRICT to continue offering cost-effective, essential, public services to public agency wastewater clients, including CITY.

- F. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 3 to increase DISTRICT compensation for FY 2022-2023 and FY 2023-2024, update DISTRICT hourly fees, expand the scope of services, and clarify the base annual fee for DISTRICT services.
- G. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, based upon valuable consideration below and the Recitals above, it is mutually agreed by and between the Parties, in accordance with Section 18 of the Agreement, that the Agreement will be amended as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. The term CONTRACTOR is hereby replaced with the term "DISTRICT."
- 2. Section 1 is hereby amended in its entirety to read as follows:

"1. CONSIDERATION or PAYMENT for SERVICES.

A. DISTRICT agrees to perform the work listed in the SCOPE OF SERVICES in Section 3 and Exhibit B (the "Services"), below, on a time and materials basis and CITY agrees to pay DISTRICT the entire cost to DISTRICT of performing the Services which shall be \$767,021 for FY 2022-2023 and \$740,066 for FY 2023-2024. CITY shall be billed only for costs incurred. CITY shall not be billed for costs exceeding total written authorization and DISTRICT shall not be obligated to perform work in excess of written authorization from CITY. For this Agreement, the entire cost to CITY shall include:

- (1) For personnel services (for FY 2023-2024), the DISTRICT billing rate associated with the classification of each individual performing services, as shown in Exhibit "A-3" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Section 1.F., below, each year thereafter.
- (2) For purchase of supplies, equipment, and services, the actual cost of the plus a fifteen percent (15%) markup.
- (3) For provision of equipment and machinery (for FY 2023-2024), 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 "A-3" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Section 1.F., below, each year thereafter.

B. Compensation for Services. DISTRICT shall submit a monthly statement for its services accompanied with a letter of explanation. CITY shall reimburse DISTRICT for expenses within 30 days of the receipt of the statement.

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

D. Records. DISTRICT shall maintain all accounting in conformance with generally accepted accounting principles and all applicable laws and regulations.

E. Examination of Records. DISTRICT 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 DISTRICT and of all the transactions relating to this agreement.

F. Rates shown in Exhibit A-3 shall be adjusted annually for inflation, in line with DISTRICT '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 between 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 CITY or DISTRICT 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."

3. Amendment No. 2 inadvertently replaced Exhibit "B" to the Original Agreement ("Location and Description of the Wastewater Collection System/Scope of Services for City's Wastewater Collection System and Stormwater Sewer System") with Exhibit B to Amendment No. 2. ("Ventura Regional Sanitation District Proposed Hourly Rates-Revised 12/09/21, July 1, 2022 Through June 30, 2023/Ventura Regional Sanitation District Equipment & Supply (Consumable) Rates-Proposed, July 1, 2022 Through June 30, 2023"). Exhibit B to the Original Agreement is hereby added back to the Original Agreement.

4. Exhibit A to this Amendment No. 3 is hereby added to the Original Agreement as Exhibit "A-3", and incorporated by this reference. Exhibit "A-3" consists of District's (1) FY 22/23 hourly rates and equipment & supply (consumable) rates and (2) FY 23/24 hourly rates and equipment & supply (consumable) rates.

5. Exhibit "A-2" ("Base Annual Fee") to the Original Agreement is hereby amended in its entirety to read as follows:

“The Annual Fee in the first Contract Year, defined as April 1, 2019 to June 30, 2020, is an amount equal to and not to exceed \$444,925. The Annual Fee not-to-exceed amount for each subsequent Contract Year during the Term is:

Contract Year	Contract Date	Amount
Contract Year 2	July 1, 2020 to June 30, 2021	\$363,420
Contract Year 3	July 1, 2021 to June 30, 2022	\$370,689
Contract Year 4	July 1, 2022 to June 30, 2023	\$767,021
Contract Year 5	July 1, 2023 to June 30, 2024	\$740,066
Contract Year 6	July 1, 2024 to June 30, 2025	\$777,069
Contract Year 7	July 1, 2025 to June 30, 2026	\$815,923
Contract Year 8	July 1, 2026 to June 30, 2027	\$856,719
TOTAL EIGHT-YEAR EXPENSE		\$4,320,218

District operates as a time and materials district so the City is only billed when the Staff is onsite and working. District does not have a flat monthly fee. Should District complete a project faster than estimated, the cost will be less than the proposal. Should the project take longer to complete, District will inform the City and seek approval for the cost overrun.”

6. Unless the City Manager or City Council, as applicable, makes an exception in writing, the City’s payment obligations are contingent on future budgets. “Future budgets” shall mean budgets approved by Council following the effective date of this Amendment No. 3.

7. **Integration.** This Amendment No. 3 reflects the complete understanding of the Parties with respect to the subject matter hereof. To the extent this Amendment No. 3 conflicts with the Agreement (as defined in Recital D), Amendment No. 3 supersedes the Agreement. In all other respects, the Parties hereto re-affirm and ratify all other provisions of the Agreement. From and after the Effective Date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Original Agreement as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3. Attached as Exhibit B to this Amendment No. 3 is the Original Agreement (VRSD Contract No. No. 19-005), Amendment No. 1, and Amendment No. 2, incorporated herein by this reference.

8. **Counterparts.** This Amendment No. 3 may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

9. **Authority.** The person or persons executing this Amendment No. 3 on behalf of the respective Parties warrant and represent that they have the authority to execute this Amendment No. 3 and the authority to bind the Parties, as applicable, to the performance of their respective obligations hereunder.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005**

**WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM
MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA
AND VENTURA REGIONAL SANITATION DISTRICT**

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written (“Effective Date”).

CITY OF SANTA PAULA

VENTURA REGIONAL
SANITATION DISTRICT

Dan Singer,
City Manager

Kevin Kildee,
Chairman of the Board

ATTEST:

ATTEST

Julie Latshaw,
City Clerk

Juliet Rodriguez,
Clerk of the Board

APPROVED AS TO FORM:

Monica Castillo,
Interim City Attorney

List of Exhibits:

- A. VRSD Hourly Billable Rates FY 2022-2023, VRSD Equipment and Supply (Consumable) Rates FY 2022-2023, Hourly Billable Rates FY 2023-2024, and VRSD Equipment and Supply (Consumable) Rates FY 2023-2024
- B. VRSD Contract No. 19-005, Amendment No. 1, and Amendment No. 2

EXHIBIT A

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

**WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM
MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA
AND VENTURA REGIONAL SANITATION DISTRICT**

.(Charges and Hourly Rates)

[Attached behind]

EXHIBIT B

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

**WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM
MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA
AND VENTURA REGIONAL SANITATION DISTRICT**

(VRSD Contract No. 19-005, Amendments Nos. 1 & 2)

[Attached behind]

EXHIBIT A

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

**WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM
MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA
AND VENTURA REGIONAL SANITATION DISTRICT**

(Charges and Hourly Rates)

[Attached behind]

**VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES
JULY 1, 2023 THROUGH JUNE 30, 2024**

			FY 2023		FY 2024	
<u>CENTRAL ADMINISTRATION</u>						
Div.	Pos.	Title	Hourly	OT	Hourly	OT
CA	110	Human Resource Technician	\$58	\$87	\$61	\$92
CA	107	Human Resource Analyst	NA	NA	\$83	\$125
CA	601	Fiscal Assistant	\$56	\$84	\$59	\$89
CA	605	Senior Fiscal Assistant	\$56	\$84	\$59	\$89
CA	208	Executive Assistant/Clerk of the Board	\$74	\$111	\$78	\$117
CA	112	Safety Officer	\$96	NA	\$101	NA
CA	607	Accountant	\$79	NA	\$83	NA
CA	608	Senior Accountant	\$117	NA	\$123	NA
CA	103	Management Analyst	NA	NA	\$83	NA
CA	111	Human Resources Manager	\$102	NA	\$107	NA
CA	502	Director of Finance	\$153	NA	\$161	NA
CA	506	Director of Operations	\$138	NA	\$145	NA
CA	501	General Manager	\$172	NA	\$181	NA
<u>OPERATIONS</u>						
Div.	Pos.	Title	Hourly	OT	Hourly	OT
WWW	209	Office Assistant	\$128	\$192	\$134	\$201
WWW	207	Administrative Assistant	\$128	\$192	\$134	\$201
WWW	908	W/WW Worker	\$142	\$213	\$149	\$224
WWW	911	Electrical/Mechanical Worker	\$154	\$231	\$162	\$243
WWW	916	W/WW Operator in Training	\$154	\$231	\$162	\$243
WWW	905	W/WW Treatment Operator I	\$154	\$231	\$162	\$243
WWW	906	W/WW Treatment Operator II	\$154	\$231	\$162	\$243
WWW	910	W/WW Treatment Operator III	\$154	\$231	\$162	\$243
WWW	913	W/WW Treatment Operator IV	\$154	\$231	\$162	\$243
WWW	914	W/WW Treatment Operator V	\$154	\$231	\$162	\$243
WWW	450	Environmental Resource Analyst	\$191	\$287	\$201	\$302
WWW	901	Instrumentation Technician	\$164	\$246	\$172	\$258
WWW	915	Electrical & Instrumentation Control Supervisor	\$164	NA	\$172	NA
WWW	720	W/WW Operations Supervisor	\$161	NA	\$169	NA
WWW	723	W/WW Operations Superintendent	\$161	NA	\$169	NA
SW	820	Solid Waste Equipment Operator	\$154	\$231	\$162	\$243
SW	314	Engineering Technician	\$164	\$246	\$172	\$258
SW	320	Engineer	\$161	NA	\$169	NA
SW	315	Senior Engineer	\$161	NA	\$169	NA
SW	319	Senior Engineering Technician	\$164	\$246	\$172	\$258

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS: All other services 15%

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES
JULY 1, 2023 THROUGH JUNE 30, 2024**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$162		
Airless Sprayer Epic 660E				\$57		
Bulldog Nozzle		\$41				
Chlorine Residuals, Field Tests		\$6				
Coatings & Linings - Hand Tools				\$32		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$81		
Compressor, Air				\$162		
Computer, Laptop				\$81		
Concrete Mixer				\$81		
Confined Space Tripod/Harness System w/air blower				\$81		
Debris Catcher				\$41		
Digital Manometer		\$2				
Epoxy Injection Machine				\$503		
Fleet Vehicle Use (mileage)	\$1.63					
Fuel Filtering System				\$89		
Gas Analyzer (GEM)						\$370
Gas Scope (meter)		\$32				
Generator - 2kw				\$41		
Generator - 5kw				\$41		
Generator - 70kw				\$162		
Grunfos Control Box		\$24				
Hand Tools				\$16		
Laptop computer				\$81		
Laser Alignment Equipment				\$122		
Lateral Camera (use = each lateral)		\$162				
Load Bank				\$73		
Line Locator (Detector)				\$41		
Manhole Rehab Equipment per vertical foot		\$105.40/vft				
Metal Detector (Locator)				\$41		
Meter - Electrical Conductivity		\$8				
Meter - QED Flow Cell Meter		\$32				
Mule (ATV)						\$454
Oil System				\$65		
Peristolic Pump		\$32				
pH, Field Tests		\$8				
Polymixer						\$211
Portable Hydorrodder				\$608		
Portable Welder				\$32		
Pressure Washer			\$8	\$65		
Pressure Washer - High Pressure/Hot Water				\$89		

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2023 THROUGH JUNE 30, 2024**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Pulse Air System				\$89		
Pump - 3" Pump				\$65		
Pump - 4" Godwin				\$162	\$908	\$3,650
Pump - 4" Trailer-Mounted Pump				\$97	\$545	\$2,190
Pump - Dewatering Pump (Potable)				\$81	\$243	\$649
Pump - Diaphragm Pump				\$162	\$908	\$3,650
Pump - King Pump				\$162	\$908	\$3,650
Pump - Trash Pump, 6"				\$162	\$908	\$3,650
Pumper Trailer				\$81		
Push Camera				\$122		
Root Saw or Chain Scraper				\$41		
Sampler - Automatic (ISCO)		\$49				
Sandblaster				\$73		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				\$48-\$211		
Sprayer, Airless and Manhole				\$162		
Sprayer, Extreme Airless				\$406		
Test Bench, Water (Ford)						\$406
Traffic Control Items (cones/signs)				\$49		
Vactor with Chase Truck (for traffic control) *			\$122	\$937		
Vactor without Chase Truck *			\$101	\$892		
Vacuum Truck *				\$511		
Vehicle - MULE (all terrain vehicle)						\$454
Vehicle - Standby Truck w/crane, pump, & tank		\$41				
Vehicle or Forklift				\$41		
Video Inspection Vehicle (TV Van) *				\$511		
Water line depth sounder		\$3				
Water Trailer (250 Tank)				\$97		
Well Control Box (pump controller-QED)		\$16				

* Hourly/Daily rate does not include fuel surcharge.

SUPPLY (CONSUMABLE)	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Bailers & Disposable supplies (filters)		\$24				
Consumables				\$5		
Float Switch		\$86				
Float Weight		\$16				

FY2025 Equipment Rates: shall be set by adjusting the prior year's equipment rates for inflation in accordance with the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI), for a maximum allowable increase of 5%. CPI shall be defined as the index for All Urban Consumers for Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average.

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:

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

EQUIPMENT	CHARGE					
	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 Hydorrodder				\$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**

EQUIPMENT	CHARGE					
	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.

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

EXHIBIT B

TO

AMENDMENT NO. 3 TO VRSD CONTRACT NO. 19-005

**WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM
MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF SANTA PAULA
AND VENTURA REGIONAL SANITATION DISTRICT**

(VRSD Contract No. 19-005, Amendments Nos. 1 & 2)

[Attached behind]

**AMENDMENT NO. 2 TO VRSD CONTRACT NO. 19-005
WASTEWATER COLLECTION SYSTEM AND STORMWATER
SEWER SYSTEM MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND
VENTURA REGIONAL SANITATION DISTRICT**

This Second Amendment (“Amendment No. 2”) to the Wastewater Collection System and Stormwater Sewer System Maintenance Agreement is made and entered into this 18th day of MAY, 2022 by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation (“CITY”) and VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq* (“CONTRACTOR”). Together, CONTRACTOR and CITY are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment.

RECITALS.

A. CITY and CONTRACTOR entered a Wastewater Collection System and Stormwater Sewer System Maintenance Agreement dated March 20, 2019 (“Agreement”), whereby CONTRACTOR agreed to manage, operate, and maintain the CITY’s wastewater collection system and separate stormwater sewer system;

B. CITY and CONTRACTOR entered into an amendment to the Agreement dated November 19, 2020, to revise the performance/contract term and additional compensation;

C. CITY and CONTRACTOR have determined that this Amendment No. 2 helps CONTRACTOR continue offering cost-effective, essential, public services to public agency wastewater clients; and

D. CITY and CONTRACTOR now desire to amend the Agreement for a second time to extend the term of the Agreement and alter the termination and compensation provisions.

NOW, THEREFORE, based on the valuable and adequate consideration set forth below and the Recitals stated above, the Parties mutually agree to be bound by the following Amendment terms and conditions to the Agreement.

1. TERMS.

1.1 Amendment.

(a) The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

“1. CONSIDERATION or PAYMENT for SERVICES

CITY shall pay to CONTRACTOR the entire cost to CONTRACTOR of performing the

Services which shall be \$ 575,821 for FY 2022-23. CITY shall be billed only for costs incurred. CITY shall not be billed for costs exceeding total written authorization and CONTRACTOR shall not be obligated to perform work in excess of written authorization from CITY. For this Agreement, the entire cost to CITY shall include:

A. For personnel services (for FY 2022-2023), CONTRACTOR 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 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.

D. Compensation for Services. CONTRACTOR shall submit a monthly statement for its services accompanied with a letter of explanation. CITY shall reimburse CONTRACTOR for expenses within 30 days of the receipt of the statement.

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

F. Records. CONTRACTOR shall maintain all accounting in conformance with generally accepted accounting principles and all applicable laws and regulations.

G. Examination of Records. CONTRACTOR agrees that CITY shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR and of all the transactions relating to this Agreement.

H. Rates shown in Exhibit B shall be adjusted annually for inflation, in line with CONTRACTOR'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 between 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 CITY or CONTRACTOR 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.”

“1. CONTRACTOR has calculated the hourly employee rates and equipment rental rates in Exhibit B based on estimated level of service commitments by five public sector clients, which could change over time. Within six months of the conclusion of each fiscal year, CONTRACTOR will perform an analysis to determine if a rebate is warranted for all water and wastewater customers for that fiscal year. A rebate in the form of a credit for future services will be provided to each customer, including CITY, prorated on revenues generated during the corresponding fiscal year. In order for a rebate to be warranted in any given fiscal year, all of the following conditions must be met:

- a. Revenues generated from water and wastewater services provided by CONTRACTOR exceed the costs to CONTRACTOR of providing those services;
- b. Cashflows maintained in the water/wastewater fund exceed 60-days of budgeted annual operating expenses for the following fiscal year; and
- c. Cashflows are on target to meet all capital purchase needs.”

For purposes exclusively of Section 1.I., the term “cashflow” shall mean the CONTRACTOR’s unrestricted cash and cash equivalent balances at June 30th.

“2. TERM. The term of this Agreement will be from April 1, 2019, to June 30, 2027. The Agreement may be amended upon mutual consent of the Parties.”

“8. TERMINATION

A. This Agreement may be terminated by CITY upon the following terms and conditions:

CITY may terminate this Agreement in the event of a material default by CONTRACTOR in any of CONTRACTOR’s obligations hereunder. For purposes of this Agreement, a material default shall be defined as CONTRACTOR’s failure to perform any of the obligations contained in Article 3: Scope of Services herein. Such termination by CITY shall be effective 60 days after CONTRACTOR’s receipt of written notice from CITY specifying the default. Termination of this Agreement because of a material default of CITY shall not relieve CONTRACTOR from liability for such default. In case of termination of this Agreement by CITY for material default of CONTRACTOR, CONTRACTOR shall be entitled to amounts actually earned as of the date of the default.

B. This Agreement may be terminated by CONTRACTOR upon the following terms and conditions:

CONTRACTOR may terminate this Agreement in the event of a material default by CITY in any of CITY’s obligations hereunder. For purposes of this Agreement, a material default shall be defined as CITY’s failure to perform any of the obligations contained in ARTICLE 1: Payment for Services. Such termination by

CONTRACTOR shall be effective 60 days after CITY's receipt of written notice from CONTRACTOR specifying the default. Termination of this Agreement because of a material default of CITY shall not relieve CITY from liability for such default or for payment to CONTRACTOR for services rendered up to the date of termination."

(b) The following should be added to Exhibit "B" of the Agreement:

"CONTRACTOR shall adhere to and implement applicable Collection System Requirements, as set forth in RWQCB Order No. R4-2018-0022, VI. Provisions N., including SWRCB Order No. 2006-003-DWQ and any subsequently adopted SWRCB General Order superseding said Order.

CONTRACTOR shall adhere to and implement applicable Storm Drain Requirements, as set forth in RWQCB Order No. R4-2021-0105 (Regional MS4 WDR and NPDES Permit for the Los Angeles Region)."

(c) The Parties acknowledge and agree that the following language shall be added to Article 8 of the Agreement:

"G. Termination without Cause. At any time during the term of this Agreement, either CITY or CONTRACTOR may terminate this Agreement for any reason by providing the other with a 120-day written notice in accordance with Article 11."

1.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

1.3 Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the date first herein above written.

VENTURA REGIONAL SANITATION DISTRICT

By: *Laura Hernandez*
Laura Hernandez (May 8, 2022 18:37 PDT)
LAURA HERNANDEZ
Chairman of the Board

CITY OF SANTA PAULA

By: *Jenny M Crosswhite*
JENNY CROSSWHITE
Mayor

ATTEST

ATTEST

By: *Juliet Rodriguez*
Juliet Rodriguez (May 9, 2022 16:20 PDT)
JULIET RODRIGUEZ
Clerk of the Board

By: *Julie Latshaw*
JULIE LATSHAW
City Clerk

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

APPROVED AS TO FORM
BEST BEST & KRIEGER

By: *Robert Kwong*
Robert Kwong (May 5, 2022 16:36 PDT)
ROBERT N. KWONG
Legal Counsel for District

By: *John Cotti*
JOHN COTTI
City Attorney

APPROVED AS TO ADMINISTRATION

By: *Chris Theisen*
CHRIS THEISEN
General Manager



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

EQUIPMENT	CHARGE					
	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 Hydorrodde				\$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

EQUIPMENT	CHARGE					
	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.

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

**AMENDMENT NO. 1 TO WASTEWATER COLLECTION SYSTEM AND STORMWATER
SEWER SYSTEM MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF
SANTA PAULA AND VENTURA REGIONAL SANITATION DISTRICT**

This AMENDMENT to the above-entitled AGREEMENT is made and entered into this 19th day of November 2020, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 *et seq.*, ("DISTRICT") and the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY"). Together, DISTRICT and CITY shall be referred to herein as Parties.

RECITALS

- A. On March 20, 2019, DISTRICT and CITY entered into the AGREEMENT, wherein DISTRICT agreed to service and maintain the CITY's wastewater collection system and separate stormwater sewer system; and
- B. The term of the AGREEMENT is from April 1, 2019 to March 31, 2023; and
- C. CITY would like to realign the end date of this AGREEMENT to coincide with its fiscal year calendar which begins on July 1 and ends on June 30th; and
- D. DISTRICT and CITY have determined that, in order for this realignment of AGREEMENT term end date to coincide with the CITY's fiscal year end date, this AMENDMENT is necessary and that corresponding changes to the total compensation are also necessary; and
- E. DISTRICT and CITY have also determined that a revised time for performance/contract term and additional compensation can be accomplished by amending the AGREEMENT accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Articles 2 and 18 of the AGREEMENT governing modification of the AGREEMENT, as follows:

- 1. The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

Article 2: TERM

The term of this Agreement will be from April 1, 2019 to June 30, 2023. The Agreement may be amended upon mutual consent of the Parties.

AGREEMENT EXHIBIT A-2: BASE ANNUAL FEE

Contract Year 2	\$363,420
Contract Year 3	\$370,689
Contract Year 4	\$363,167
Total Four-Year Expense	\$1,542,201

2. **Integrated Contract.** A copy of the original Agreement is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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

VENTURA REGIONAL
SANITATION DISTRICT

By Bert Perello 11-19-20
BERT PERELLO
Chairman of the Board

ATTEST

By Juliet Rodriguez
Juliet Rodriguez (Oct 28, 2021 14:37 PDT)
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert NKwong
RobertNKwong (Oct 28, 2021 15:23 PDT)
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By Chris Theisen
CHRIS THEISEN
General Manager

CITY OF SANTA PAULA

By Dan Singer
Dan Singer,
City Manager

ATTEST:

By Rose Chaparro
Rose Chaparro,
Deputy City Clerk

APPROVED AS TO FORM

By John Cotti
John Cotti,
City Attorney



EXHIBIT 1

CONTRACT # 19-01330

VRSD Contract # 19-0051 RECEIVED
WASTEWATER COLLECTION SYSTEM AND
STORMWATER SEWER SYSTEM MAINTENANCE
AGREEMENT BY AND BETWEEN THE CITY OF SANTA
PAULA AND VENTURA REGIONAL SANITATION DISTRICT
MARCH 3 PM 3:27
VENTURA REGIONAL
SANITATION DISTRICT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 20TH day of March, 2019, ("Effective Date") by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation ("CITY") and Ventura Regional Sanitation District, a special district authorized and organized pursuant to California Health & Safety Code §4700 et seq. ("CONTRACTOR"). Together, CITY and CONTRACTOR shall be referred to herein as Parties.

RECITALS

WHEREAS, the CITY owns and operates a wastewater sewer collection system that is connected to its wastewater treatment plant as well as a separate stormwater sewer system; and

WHEREAS, the CITY has issued a Request For Proposals for a contractor with knowledge and experience in servicing and maintaining a municipal sanitary sewer collection system and a stormwater sewer system so that they provide essential public services to their customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits; and

WHEREAS, the CONTRACTOR has the requisite knowledge and experience in servicing and maintaining municipal sanitary or wastewater sewer collection systems and separate stormwater sewer systems so that they provide essential public services to their customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits; and

WHEREAS, the CITY, based upon the CONTRACTOR's representations and qualifications, selected CONTRACTOR to service and maintain its wastewater collection system and separate stormwater sewer system; and

WHEREAS, the CITY and CONTRACTOR agree to be bound by the terms and conditions of this AGREEMENT and its Exhibits, which are incorporated herein by reference, based upon the foregoing Recitals and the valuable consideration set forth below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **CONSIDERATION or PAYMENT for SERVICES.**

A. CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES in Section 3 and Exhibit B, below, on a time and materials basis and CITY agrees to pay CONTRACTOR for time spent on this Agreement in accordance with the rates set forth in the attached Exhibit "A-2," which is incorporated herein by reference. CITY will pay the monthly invoiced amount to CONTRACTOR promptly, but not later than thirty (30) days after receiving CONTRACTOR's invoice.

B. CONTRACTOR shall submit signed original invoices once each month for services provided by contractor using the rates in A-2 of this Agreement and indicating the service performed during the period for which the invoice is being submitted. The City shall pay invoice 30 days after receipt of the invoice.

C. It is agreed that in the event of any dispute concerning the invoiced amount, City will pay undisputed invoice amounts within 30 days after receipt of the invoice. City and CONTRACTOR agree to resolve any disputed invoice amounts as expeditiously as possible in accordance with Section 26 below.

2. TERM. The term of this Agreement will be from April 1, 2019 to March 31, 2023. The Agreement may be amended upon mutual consent of the Parties.

3. **SCOPE OF SERVICES.**

A. CONTRACTOR agrees to provide the services necessary for the management, operation, and maintenance of the following, which shall collectively be referred to as the "Wastewater Collection System":

(1) All equipment, grounds, and facilities now existing within the current property boundaries of pump stations described as follows: (a) Lemonwood Industrial Park Lift Station, located on Quail Court, Santa Paula, serving the industrial park south of Highway 126 and east of the Santa Paula Creek; and (b) Harding Park Lift Station, located in Harding Park, serving a restroom facility located at the baseball field south of Harvard Boulevard and east of South Eight Street.

(2) 316,800 feet of gravity sanitary sewer lines, 0.5 miles of force mainlines, and 1190 manholes in service on the effective date of this AGREEMENT. Lateral sewer lines are excluded from this definition and not included in CONTRACTOR'S scope of services.

B. CONTRACTOR agrees to perform services listed in the attached Exhibit "B," which is incorporated by reference.

C. CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

D. CONTRACTOR agrees to provide the services necessary for the management, operation, and maintenance of the City's Stormwater Sewer System, which is separate and apart from the City's Wastewater Collection System.

4. **PREVAILING WAGES.**

A. CONTRACTOR agrees to comply with all applicable California laws and regulations regarding the payment of prevailing wages.

B. If CONTRACTOR or one of its subcontractors employs tradesmen in any apprenticeship occupation, the CONTRACTOR or its subcontractor shall comply with Labor Code §§ 1777.5 and 1777.6.:

C. If CONTRACTOR performs qualifying work, CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

5. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has
- i. Thoroughly investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If either the Wastewater Collection System services or Stormwater Sewer System involve work upon any site not listed above or in Exhibit B Scope of Services, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONTRACTOR discover any latent or unknown conditions that may materially affect the performance of the services, CONTRACTOR will immediately inform CITY of such fact and will not proceed except at CONTRACTOR's own risk until written instructions are received from CITY. In cases that may involve latent or unknown conditions and where CONTRACTOR informs the CITY of such conditions and is waiting for written instructions from the CITY on how, if at all, to proceed, CONTRACTOR shall not be liable for any damages, harm to the Wastewater Collection System, Stormwater Sewer System or the City's Wastewater Treatment System that are caused by such latent or unknown conditions or caused by any delay in receiving the CITY's instructions to proceed, if at all.

C. By executing this Agreement, CITY represents to the CONTRACTOR that the CITY's Wastewater Collection System and its Stormwater Sewer System are separate and apart from each other and these systems are generally in good condition and compliant with applicable federal, state or local government issued permits for the operation of these systems.

6. **INSURANCE.**

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Pollution Liability	\$2,000,000 Per Claim or Occurrence
Workers compensation (Statutory Requirement)	\$4,000,000

A. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG00011185 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will include City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" for Contractor's work such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made" basis except for Professional Liability and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA

D. CONTRACTOR will furnish to City Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, and such other evidence of insurance may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A-VII."

E. Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONTRACTOR's expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate.

F. Professional liability coverage will be on a "claims made" basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

7. TIME FOR PERFORMANCE.

- A. CONTRACTOR will not perform any work under this Agreement until:
- I. CONTRACTOR furnishes proof of insurance as required under Section 6 of this Agreement; and
 - II. CITY gives CONTRACTOR a written notice to proceed.

8. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause upon providing at least ninety (90) days written notice to CONTRACTOR.
- B. CONTRACTOR may terminate this Agreement at any time with or without cause upon providing at least ninety (90) days written notice to CITY.
- C. Any additional work performed by CONTRACTOR after the date of termination identified in the termination notice will be performed at CONTRACTOR's own cost; CITY will not be obligated to compensate CONTRACTOR for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONTRACTOR will, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs set forth in Exhibit A-2.
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONTRACTOR waives any and all claims for damages that might otherwise arise from CITY's termination under this section.

9. INDEMNIFICATION.

- A. CONTRACTOR agrees to the following:

i. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

B. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

C. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 6 and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INDEPENDENT CONTRACTOR.

CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

11. NOTICES.

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONTRACTOR:

Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704
Attention: Matthew Baumgardner

If to CITY:

City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061
Attention: Clete Saunier

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

12. TAXPAYER IDENTIFICATION NUMBER.

CONTRACTOR will provide CITY with a Taxpayer Identification Number.

13. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

14. CONSTRUCTION.

The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

15. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

16. CAPTIONS.

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

17. GOVERNING LAW.

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

18. AUTHORITY/MODIFICATION.

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment agreed to by the Parties. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

19. ACCEPTANCE OF FACSIMILE SIGNATURES.

The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

20. EFFECT OF CONFLICT.

In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, its attachments, the purchase order, or notice to proceed, the provisions of this Agreement will govern and control.

21. FORCE MAJEURE.

Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorist act, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

22. ADDITIONAL WORK.

A. CITY's city manager ("Manager") may determine after consulting with CONTRACTOR that CONTRACTOR must perform additional work for additional compensation ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will provide written authorization to CONTRACTOR to perform such Additional Work. If CONTRACTOR believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.

B. Payments over \$5,000.00 for Additional Work must be approved by CITY's City Council. All Additional Work will be subject to the same terms and provisions of this Agreement.

23. **TIME EXTENSIONS.**

Should CONTRACTOR be delayed by causes beyond CONTRACTOR'S control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONTRACTOR must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted scope of services.

24. **CHANGE IN SCOPE OF SERVICES.**

CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the Parties.

25. **PERMITS AND LICENSES.**

CONTRACTOR, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

26. **DISPUTE RESOLUTION.**

(a) If a dispute between the parties arises out of, or relates to this Agreement, which does not involve claims made by or asserted against third parties, and if the dispute cannot be settled through negotiation in good faith by and between the parties and through progressively higher levels of their respective management, the parties agree to try in good faith to settle the dispute by non-binding mediation, through a mutually agreed upon dispute resolution agency. (b) If a dispute as contemplated by subsection (a) cannot be resolved through non-binding mediation or if the parties mutually agree to forego non-binding mediation, the parties may submit the dispute to any court of competent jurisdiction in Ventura County.

27. **OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONTRACTOR under this Agreement are CITY's property. CONTRACTOR may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONTRACTOR'S completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONTRACTOR shall retain ownership of its business records and CITY shall have no right to view or obtain copies of such business records, except pursuant a subpoena lawfully issued by court of competent jurisdiction.

28. AUDIT OF RECORDS.

CONTRACTOR will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONTRACTOR will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

29. USE OF SUBCONTRACTORS.

CONTRACTOR must obtain CITY's prior written approval to use any CONTRACTORS while performing any portion of this Agreement. Such approval must approve of the proposed subcontractor and the terms of compensation.

30. COMPLIANCE WITH LAW.

CONTRACTOR agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONTRACTORS, and experience dealing with public agencies all suggest CONTRACTOR is capable of performing the proposed contract and has demonstrated capacity to deal fairly and effectively with and satisfy a public City.

32. ENTIRE AGREEMENT.

This Agreement, and its Exhibits or Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are appendices to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

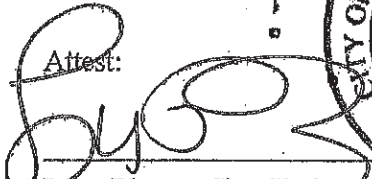
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF SANTA PAULA

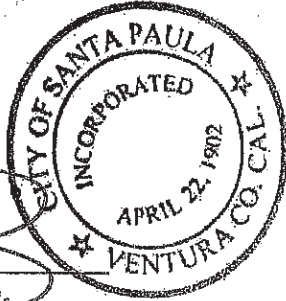
VENTURA REGIONAL SANITATION DISTRICT


a general law city.

Attest:



Lucy Blanco, City Clerk






Juliet Rodriguez, Clerk of the Board

APPROVED AS TO FORM:



John C. Cotti, City Attorney



Robert N. Kwong, General Counsel

APPROVED AS TO CONTENT:



Michael K. Rock, City Manager



Kevin Kildee, Chairman

EXHIBIT A-1

DEFINITIONS

- A.2 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or system manufacturer or CONTRACTOR to maximize the service life of the equipment, CITY's sanitary sewers, and facilities, such as changing oil, greasing, adjusting, or lubricating.
- A.3 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, CITY's sanitary sewer system, or facility or some component thereof. Typical collection system Repairs include work requiring excavation, replacement, major root cleaning, and major grit and sand removal projects.
- A.4 "Incidental Services" means those services requested by CITY incidental to or not specifically identified or included in CONTRACTOR's costs, but are related to or similar in nature to the services contemplated under this AGREEMENT, including without limitation, services and/or cost for system or facility upgrades, rate studies, short term construction and the impacts thereof, engineering studies, and other short term incidental projects.
- A.7 "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this AGREEMENT which are anticipated as long term events (greater than one year). Such events or services include without limitation, services and/or cost currently the responsibility of CITY, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the system characteristics.
- A.8 "WDR Permit" means State Water Resources Control Board Order R4-2010-0108, NPDES NO.CAS004002. Any Permit or any alteration thereof issued after said date will be a change in CONTRACTOR's scope all of which, by this reference, are incorporated into this AGREEMENT of work.

**EXHIBIT A-2
BASE ANNUAL FEE**

The Annual Fee in the first Contract Year is an amount equal to and not to exceed \$354,522. The Annual Fee for each subsequent Contract Year during the Term and not to exceed is:

Contract Year 2	\$361,612
Contract Year 3	\$368,845
Contract Year 4	\$376,222
Total Four-Year Expense	\$1,416,201

VRSD operates as a time and material district so the City is only billed when the Staff is onsite and working. VRSD does not have a flat monthly fee. Should VRSD complete a project faster than estimated, the cost will be less than the proposal. Should the project take longer to complete, VRSD will inform the City and seek approval for the cost overrun.

EXHIBIT B

LOCATION AND DESCRIPTION OF THE WASTEWATER COLLECTION SYSTEM

B.1 CONTRACTOR agrees to provide the services necessary for the management, operation, and maintenance of the following, which shall collectively be referred to as the "Wastewater Collection System":

B.1.1 All equipment, grounds, and facilities now existing within the current property boundaries of pump stations described as follows:

- a. Lemonwood Industrial Park Lift Station, located on Quail Court, Santa Paula, serving the industrial park south of Highway 126 and east of the Santa Paula Creek.
- b. Harding Park Lift Station, located in Harding Park, serving a restroom facility located at the baseball field south of Harvard Boulevard and east of South Eight Street.

B.1.2 316,800 feet of gravity sanitary sewer lines, 0.5 miles of force mainlines, and 1190 manholes in service on the effective date of this AGREEMENT. Lateral sewer lines are excluded from this definition and not included in CONTRACTOR'S scope of services.

SCOPE OF SERVICES FOR CITY'S WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM

B.2. General

B.2.1 CONTRACTOR shall operate, maintain and monitor the Wastewater Collection System and Stormwater Sewer System on a 24-hour per day, seven-day per week schedule, using an alarm system to notify operators of any potential need for immediate attention. The alarm systems automatically forward notice of emergency until response is made.

B.2.2 CONTRACTOR shall provide an emergency telephone number to the public, the telephone company and the Police Department Dispatch Operations for after-hours contact to on-call personnel, to ensure prompt handling of any problem. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the phone.

B.2.3 CONTRACTOR's business office shall be open, at a minimum, during the same hours and on the same business days as those observed by the CITY, or as mutually agreed upon to reflect local custom and practice. This section is not mandatory but is preferable for the following reasons:

- i. It ensures that the CITY has equipment and staff available for quick response and to meet sewer collection needs.
- ii. It can eliminate any variable that could lead to prolonged emergency

response and/or damage to property and the environment.

B.2.4 CONTRACTOR shall be responsible for all Maintenance and managing emergency repairs for the Wastewater Collection System and the Stormwater Sewer System. CONTRACTOR will purchase materials and services necessary to perform the scope of work directly or through the CITY's purchasing system. Repair parts purchased by contract to be billed at cost plus fifteen percent (15%).

B.2.5 Annually, except for the first year of this Agreement, CONTRACTOR will by October 1 of each year develop a schedule and priority of cleaning and inspection by closed circuit television of the required portion of the CITY Wastewater Collection System. Within 60 days of the selection of a CONTRACTOR, a schedule of cleaning and TV inspection shall be developed and approved by the CITY's Public Works Department for the first year of operation. All inspections will be coordinated with City staff and a schedule of the annual work will be mutually agreed upon by October 1 of the year proceeding the date of work,

B.2.6 During its tenure, CONTRACTOR will maintain computer records of all maintenance work completed and provide copies of all video inspections on DVD or other approved medium to the Department of Public Works on an annual basis by January 1. The CONTRACTOR shall deliver records of completed work, including CCTV, as requested by the Public Works Department.

B.2.7 CONTRACTOR will provide its own staff communication systems.

B.2.8 CONTRACTOR shall assist the CITY in creating and/or revising ordinances with regard to sewer system design, construction; operation and maintenance.

B.2.9 CONTRACTOR shall utilize computer and software systems that are compatible with CITY systems, such as Windows 7 or better and latest versions of Microsoft Office unless otherwise approved by the CITY. For example, the CITY utilizes the ESRI program and is contracted with the County of Ventura GIS.

B.2.10 CONTRACTOR shall submit its list of recommended Capital Improvement Projects by January 1 of each year. This submittal shall include the priority for potential projects and the justification for that priority. CITY is responsible for all Capital Expenditures and Capital Improvement Projects.

B.2.11 CONTRACTOR shall support the preparation of information necessary to submit grant applications, loan requests and/or bond issues pursued and authorized by the CITY. CONTRACTOR shall provide operational data as necessary for design and construction of systems improvements.

- B.2.12 CONTRACTOR shall provide management and/or other key personnel capable of maintaining and creating statistical and text based reports utilizing conventional business software such as Microsoft Office. Reports shall provide charts and graphs to illustrate the subject as needed.
- B.2.13 CONTRACTOR will manage the CITY's Grease Trap Inspections Program ordinance. Revisions and changes will be recommended to the CITY, as appropriate. CONTRACTOR shall annually inspect the Food Facilities listed in Appendix D and include a field program of notification to the CITY's Code Enforcement department of violations and monitoring of installations. The CITY and CONTRACTOR will update the grease trap list and inspection requirements to meet CITY and County standards.
- B.2.14 CONTRACTOR will manage the CITY's Industrial Pretreatment Program ordinance and be responsible for any additional sampling required on permit holders; Revisions and changes will be recommended to the CITY, as appropriate. CONTRACTOR will manage a field program of notification to the CITY's code enforcement group and the monitoring and sampling of industries. The CONTRACTOR must meet all State of California requirements pertaining to the implementation and enforcement of the Industrial Pretreatment Program.
- B.2.15 CONTRACTOR must comply with the CITY's existing Sanitary Sewer Management Program the first year and modify it for subsequent years as approved by the Director of Public Works. CONTRACTOR shall create a trackable schedule for all service deliverables within 60 days of contract date. Schedules shall be mutually agreed upon with the CITY.
- B.3 Financial Activities and Project Records**
- B.3.1 If managing a Capital Improvement Project, CONTRACTOR shall maintain the project's financial books and accounting records for those activities performed by CONTRACTOR in general conformity with municipal accounting standards. CONTRACTOR shall acquire goods and services for the project in compliance with existing State laws and regulations.
- B.3.2 CONTRACTOR shall maintain in good condition any CITY operating equipment, buildings, materials, supplies, documents, manuals, specification copies used by the CONTRACTOR and shall duly account to the CITY as a fiduciary thereof for those possessions until the time the CITY assumes the responsibilities relating to the respective function for which the property was utilized by CONTRACTOR. CONTRACTOR shall report to the CITY the status and conditions of such properties in the quarterly report. CONTRACTOR shall assist the CITY in the enforcement of warranties, guarantees, and licenses with timely notification of equipment failures if appropriate.

B.3.3 CONTRACTOR shall utilize an asset management system that can provide at a minimum monthly reports, work orders, and maintenance summaries to the CITY regarding operational activities and non-routine maintenance expenditures. Said program shall be compatible with Microsoft Windows and Office software with the ability to export information into Microsoft Word and/or Microsoft Excel and meet State Water Resources Control Board requirements for the Sanitary Sewer Management Program (SSMP) that a Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders. This Section purposely left blank.

B.3.5 CONTRACTOR shall provide personnel dedicated to the activities of B.3.3

B.3.6 CONTRACTOR shall submit an operating budget, including a list of Capital Expenditures with budget information for the next fiscal year. Budget information shall be submitted by February 1st of each year.

B.3.7 CONTRACTOR shall provide detailed analysis of the CITY's Collection system repair or replacement needs to provide a priority listing and cost estimates to justify any budget request for the reported needs by February 1st of each year.

B.3.8 CONTRACTOR shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Collection system. Such records will become property of the CITY and shall include, but not be limited to Waste Discharge or NPDES reporting requirements.

B.4 Utilities Operations Management

B.4.1 Wastewater Collection System. Operation and Maintenance. CONTRACTOR will operate and maintain the present Wastewater Collection System as described herein. Wastewater Collection System activities must be reported to the CITY on a monthly basis in writing

B.4.2 CONTRACTOR shall operate, maintain, and manage emergency repairs for the CITY's Wastewater Collection System. CONTRACTOR shall diligently respond to all service calls for wastewater line stoppages, overflows, breaks, or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. CONTRACTOR shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. CONTRACTOR shall be responsible for training of personnel to maintain their certification and improve their knowledge. CONTRACTOR will be responsible for all necessary reporting to the State of California Water Board and may be the assigned Legally Responsible Official (LRO) for the City of Santa Paula but only upon mutual agreement of the Parties. CONTRACTOR shall be responsible for all data submission to the State Water Board. The CITY, with the help of CONTRACTOR, shall be responsible for report certification on the CIWQS SSO

database, including annual questionnaire updates. If CONTRACTOR is designated as the LRO, CONTRACTOR shall be entitled to additional compensation as mutually agreed by the parties. All reporting and communications shall be copied to the CITY.

B.4.3 CITY's Wastewater Collection System cleaning, CONTRACTOR is responsible for the following: clean and video a minimum twenty-five percent (25%), which is estimated to equal 79,200 lineal feet of the CITY's sanitary sewer lines each year. This percentage is based upon the total gravity sanitary sewer footage in Santa Paula estimated to be 316,800 feet.

- i. CONTRACTOR will also clean all designated "Areas of Enhanced Maintenance" within the CITY's sanitary sewer collection system on a mutually agreed upon schedule.
- ii. CONTRACTOR must prepare and maintain an active list of known problem areas within the CITY's sanitary sewer and prepare a proposed maintenance schedule which will be provided to the CITY annually on or before May, 30th of each year.
- iii. CONTRACTOR will perform incidental cleaning and video inspection at sewer and storm drain system locations as directed by the Department of Public Works. The amount of work performed under this category is allowed to be counted toward the required annual 25%.

B.4.4 CONTRACTOR shall annually clean and inspect twenty-five percent (25%) of the sanitary gravity wastewater lines. CONTRACTOR shall video a minimum of twenty-five percent (25%) which is approximately 79,200 lineal feet of the CITY's wastewater mains, including but not limited to the sewer lateral connection. Sanitary gravity wastewater lines.

- i. CONTRACTOR shall review said video and work with the CITY to determine the priority of the gravity wastewater lines needing to be cleaned.
- ii. CONTRACTOR shall notify the CITY of blockages or severe pipeline deterioration, make recommendations for repairs or replacement of said pipelines, and submit copies of said videos to the CITY.
- iii. CONTRACTOR will also inspect manholes for corrosion, deterioration, leaks proper flow, sand accumulation, coating, depressions, repair or schedule for repair as required; a geographic positioning system (GPS) reading will be taken on each manhole inspected.
- iv. CONTRACTOR will televise the identified trouble spots in the system and note service connection locations. This will ensure that all blockages, sources of odors or breaks have been cleaned or identified. CONTRACTOR will apply the rating system developed by the Pipeline Assessment Certification Program by North American Sewer Service Companies to document all observations during video inspection of the pipelines. A database will be prepared and provided by CONTRACTOR

each year that clearly identifies the location along the pipeline, identifying which starting manhole is used for reference, and any condition observation including presence of laterals, elbows, bends, or defects.

- v. Consideration of the location and traffic control will be given to determine the best time to perform the work. In addition, direction of flow in the sewer system will be considered to reduce the potential for damage from water being forced back up the homeowner's service line and into their residence.
- vi. CONTRACTOR will schedule for repair any problem that requires attention.

B.4.5 Service Complaints. CONTRACTOR must promptly respond to all collection

system call-outs to assess initial CONTRACTOR, CITY or property owner responsibility. If the problem is a clearable blockage within CITY's sanitary sewer lines, and not within property owner's lateral line, CONTRACTOR must promptly perform the needed service and clear sewage line blockages in CITY's sanitary sewer lines. If the blockage cannot be cleared using available equipment, CONTRACTOR will bypass the affected area and notify CITY of the situation, as out lined in Appendix A. CITY will contact CONTRACTOR within 30 minutes, and instruct CONTRACTOR to contact and hire a subcontractor or rent out appropriate equipment. If CONTRACTOR does not receive a response from CITY within 30 minutes of CONTRACTOR's notification to City, CONTRACTOR on-scene coordinator must exercise best professional judgment to contract for a subcontractor or to rent necessary and appropriate equipment for use by CONTRACTOR personnel to use to clear the blockage. The CITY will be billed for non-clearable blockages to its sanitary sewer lines, and repair. For sewer lines owned by multi-unit complexes, CONTRACTOR will report any blockages to CITY and to any other appropriate public agency.

B.4.6 CONTRACTOR will provide updates for record keeping and documentation of record drawings associated with the wastewater collection system, and repairs, maintenance, and construction. Updates shall be submitted to the CITY's engineering staff for recording at a minimum of once per quarter. CONTRACTOR shall provide a qualified person to maintain system records and drawings on the City's GIS system.

B.4.7 Sanitary Sewer Overflows. CONTRACTOR must use its best reasonable efforts to prevent sanitary sewer overflows (SSOs) from entering the CITY's municipal separate storm sewer system (MS4). In the Event CONTRACTOR discovers that a SSO entered the CITY's MS4, CONTRACTOR must immediately notify CITY and prepare all required reports to the Regional Water Quality control Board, Cal-EMA, and all other agencies to which reports are required to be made.

B.4.8 CITY Inquiries. CONTRACTOR must respond within two (2) working days to all CITY inquiries.

- B.4.9 Removal of blockage and repair of collection line breaks in the wastewater collection lines will occur only within public easements or as directed by the CITY. Work on collection lines on private property will be a change in scope. The cleaning of house laterals on private property shall not be CONTRACTOR's responsibility unless there is a circumstance where the private property line problem may have been caused by CONTRACTOR'S performance of their duties on the CITY's system.
- B.4.10 CONTRACTOR will work with the CITY to televise collection systems for new development and street construction/repairs at a mutually agreed upon fee.
- B.4.11 For noisy manhole lids, CONTRACTOR will inspect for defects and replace them if necessary. CONTRACTOR will clean debris from lip, then place sealant between lid and ring and reinstall cover. CONTRACTOR shall be responsible for all labor and materials necessary. Materials necessary for repair will be reimbursed with 15% markup.
- B.4.12 CONTRACTOR shall identify leaks, defects or other failures and report to City Engineer.
- B.4.13 CONTRACTOR shall perform smoke testing of lines where suspected inflows could be a major source of high flow during rain events and make point repairs with equipment provided by the CITY. CONTRACTOR shall be responsible for all labor and materials necessary.
- B.4.14 When a lift station alarm condition occurs and the station is equipped with an automatic monitoring system, CONTRACTOR will notify after normal hours personnel. If the alarm is sounded during normal work hours, a crew will be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person will be notified by the alarm system and will proceed to the area to diagnose within one hour and repair the problem. All effort will be expended to prevent, or minimize, any spill.
- B.4.15 CONTRACTOR will operate and maintain two sanitary sewer lift stations as described in EXHIBIT B.1. Twice a year CONTRACTOR will conduct lift station pump calibrations to confirm flow is consistent with design conditions. Calibrations will also be made after major repairs and replacements of pumps.
- B.4.16 CONTRACTOR will exercise generators on a monthly basis under load conditions to assure proper operation when needed for emergencies. CONTRACTOR must comply with all rules and regulations of the Ventura County APCD.
- B.4.17 CONTRACTOR will set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary.
- B.4.18 CONTRACTOR shall actively pursue operations that reduce the generation of odors in collection system and lift stations. CONTRACTOR shall provide cockroach abatement annually.

- B.4.19 CONTRACTOR shall perform emergency and other repairs to manholes, lift stations and wastewater collection lines that generate odors, allow for overflows and/or enable inflow or infiltration of rainwater.
- B.4.20 CONTRACTOR shall provide technical and operating wastewater system information (non-engineering) for operations, grant, loan and bond application preparation efforts of the CITY.
- B.4.21 CONTRACTOR shall prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.
- B.4.22 CONTRACTOR shall develop and maintain a crew for emergency operations and repairs of all aspects of the Wastewater Collection System when needed.
- B.4.23 CONTRACTOR must use its best reasonable efforts to prevent sanitary sewer overflows (SSO's) from entering the City's municipal separate storm sewer system (MS4). In the event that a SSO entered the City's MS4, CONTRACTOR must immediately notify City and prepare all required reports to the Regional Water Quality Control Board, the Office of Emergency Services and all other agencies to which reports are required to be made.

B.5 Emergencies

- B.5.1 Emergencies within CONTRACTOR's capabilities should be resolved in a timely manner.
- B.5.2 In any emergency affecting the safety of persons or property and regardless of Section 5.B. of the Agreement, CONTRACTOR may act without written approvals from the City, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss of life.
- B.5.3 If the CITY unreasonably refuses to approve or delays in giving its approval for the emergency work, failure to perform any such emergency work shall not impose upon CONTRACTOR any liability for errors or omissions.

B.6 Hazardous Waste

- B.6.1 Any hazardous waste generated by CONTRACTOR in any of its activities will be disposed of by CONTRACTOR, in accordance with applicable federal and state laws.

B.7 Storm Drain / Stormwater Sewer System Maintenance and Operations

- B.7.1 CONTRACTOR shall respond during normal working hours and emergency call outs to perform the storm water system cleaning service. Non-routine problems, questions, or issues; of service will be reported to the CITY first.

B.7.2 CONTRACTOR shall provide an inspection program to determine when and if storm water management systems need to be cleaned.

B.7.3 CONTRACTOR shall provide routine inspection and cleaning of CITY storm sewer inlets and catch basins listed in Appendix C a minimum of semiannually. Inspections and cleanings shall be completed semiannually; once in January and once prior to October 1. Additional cleanings may be required if more than 25 percent (25%) full. All catch basins shall be tested by CONTRACTOR with toxic gas detector before entering. CONTRACTOR is responsible for replacing manhole covers and bolts in same position as found before opening them. Currently, the CITY manages approximately 520 catch basins of various sizes. Annually, CONTRACTOR will provide 20 days of storm drain system maintenance (two men with vector truck), additional storm drain maintenance will be done as Additional Work.

B.7.4 CONTRACTOR shall provide routine inspection and cleaning of CITY storm drains and culverts listed in Appendix C to ensure that said facilities are working in their intended fashion and that they are free of debris. Said drain and culvert inspections and/or cleanings shall be completed semiannually once in January and once prior to October 1. Additional culvert cleanings may be required if inspections warrant. CONTRACTOR shall remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit and to repair any erosion at the culvert's inlet outlet.

B.7.5 CONTRACTOR shall provide routine inspection and cleaning of additional CITY owned storm water facilities as directed by CITY Manager, City Public Works Director, or their designee.

B.7.6 CONTRACTOR shall provide emergency storm water response as directed by CITY Public Works Director, CITY Manager, CITY Police Chief, CITY Fire Chief, or designated staff.

B.7.7 CONTRACTOR shall provide a report of storm water inspection, maintenance, and cleaning activities, including but not limited to observations and recommendations on a monthly (12 times per year) and annual basis (1 per year).

B.7.8 This section intentionally left blank.

B.7.9 CONTRACTOR shall notify the CITY Public Works Director of observed potential illicit connections and or illicit discharges immediately (or within twenty four hours if observed after normal City business hours).

B.7.10 CONTRACTOR shall obtain a CITY Encroachment Permit (at no cost to CONTRACTOR) and comply with related traffic control plan for maintenance, operations, cleaning, repairs, and other tasks identified under this agreement.

B.7.11 CONTRACTOR shall attend regular progress meetings with the CITY Public Works Director. The frequency of meetings will be quarterly, or as determined by the Public Works Director. CITY agrees to communicate regularly (i.e., no less than once per month) with CONTRACTOR about any and all CITY activities that bear upon the wastewater collection system and stormwater sewer system and any and all activities or conditions on the City's Wastewater Treatment Plant that bear upon the wastewater collection system.

B.7.12 The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

B.7.13 The CONTRACTOR shall retain all books, records, documents, data and other material relevant to all matters covered, directly or indirectly, by this Agreement for a period of six (6) years after the expiration of this Agreement. The CONTRACTOR shall at all reasonable times during any Term and during said 6-year period, and as often as the CITY may deem necessary in its sole discretion, make available for examination and permit the CITY or its designated authorized representative to audit and inspect all books, records, documents, data and other material.

B.7.14 The CITY Manager or his designee shall have full access and right to examine any of said books, records, documents and other materials at all reasonable times during any Term and during said 6-year period.

B.8 Pretreatment Program -Industrial Wastewater Permits

B.8.1 CONTRACTOR shall prepare all permit reports related to the CITY's State Water Resources Control Board approved Industrial Pretreatment Program (IPP) services provided pursuant to this agreement and, with CITY's concurrence, which may be given in advance for routine reports submit to CITY and appropriate agencies on behalf of the CITY. Copies of all reports filed with enforcement agencies shall also be submitted to CITY's representatives. CONTRACTOR shall assist CITY in submitting the Industrial Pretreatment Program (IPP) Permits to each permittee listed in Appendix B.

B.8.2 Testing and sampling. CONTRACTOR shall perform independent semi-annual sampling of each IPP permittee listed in Appendix B. CONTRACTOR shall be responsible for self-monitoring laboratory sampling and testing required by each Program issued permit. Permittee self-monitoring reports shall be submitted to and monitored by CONTRACTOR. Any permit excursions or violations shall be reported to the CITY by CONTRACTOR for enforcement. Any additional field sampling beyond the scope of work as outlined above shall be additional work.

B.8.3 CONTRACTOR shall inspect, monitor and assist (by providing inspection/monitoring data/reports, and testimony of CONTRACTOR staff, if necessary) CITY in enforcing the sites listed in the Pretreatment Program listed in Appendix B as long as CITY provides reasonable site access for CONTRACTOR to do so. A detailed account for each site must be submitted to CITY by CONTRACTOR on an annual basis or upon request.

B.8.4 CONTRACTOR shall have no responsibility or obligation for Capital Expenditures, as defined in A.2 of Exhibit A-1, or making any capital improvements to the City's Wastewater Collection System.

B.9. CITY Responsibilities. CITY shall be solely responsible for providing the following:

- B.9.1 Minimal space will be provided for storing emergency response equipment for bypass pumping (applicant to provide approximate square footage);
- B.9.2 Access to fire hydrants (City may require at no charge);
- B.9.3 Office cubicle space suitable for preparing and storing of the California Integrated Water Quality System ("CIWQS") reports and SSMP and any other necessary reports, plans and filings;
- B.9.4 Current list of "hotspots" or areas of high maintenance concern in the Wastewater Collection System;
- B.9.5 Upon approval, access to CITY's equipment in the event of an emergency;
- B.9.6 Space for CONTRACTOR to park its vector truck;
- B.9.7 Disposal area for debris from the Wastewater Collection System;
- B.9.8 Printed material, door hangers and source testing for implementation of fat, oil and grease ("FOG") program in problem areas;
- B.9.9 All utility costs for the two (2) lift stations;
- B.9.10 Preparation of any regulatory reports or other reporting obligation arising prior to the Effective Date;
- B.9.11 Grounds-keeping and landscaping services;
- B.9.12 Responding to private property lateral sewer line emergencies.

APPENDIX B to Exhibit B Scope of Work
PRETREATMENT
AND MONITORING PROGRAM

The following is a list of all significant industries discharging into the CITY's Wastewater Collection System, monitored under City of Santa Paula Municipal Code, Chapter 51, Part 5, Industrial Wastewater Discharge Permit System

1. Aurora Casting Engineering
Attn: Mr. John Penrose
1790 Lemonwood Drive
Santa Paula, Ca 93060

2. Saticoy Lemon Association
P.O. Box 46
Santa Paula, Ca 93061

Physical Location: 103 N. Peck Road, Santa Paula

APPENDIX C (SAMPLE INSPECTION FORM)

ATLAS SHEET	MAN-HOLE STRUCTURE#	CATCH BASIN	AT GRADE	NPAVED AREA	Hot/ Lid Vent	Cap of Surface	Cond of MH/J/S	Mat of MH/J/S	Dia Of Inlets North	Dia Of Inlets South	Dia Of Inlets East	Dia Of Inlets West	Dia. of Outlets	Dia. of MH/ Size of Structure	Dia. of Inner MH Ring	Visible Signs of Infiltration Structure	Depth of MH (bottom of channel to surface is mth. final)
Country	7-21	N	Yes	Yes		Good	Good	Concrete					24" X 48"		No	68"	
Country	7-22	N	No	No		Good	Good	Concrete					48" X 68"	58" X 80"	No	21"	
Country	7-24	N	No	No		Good	Good	Concrete					18"	43" X 30"	No	21"	
1-6-SE	1-6-1	N	Yes	Yes	No	Good	Good	Concrete	58" X 36"						No	Surface	
1-7NE	1-7-1	N	Yes	Yes	No	Good	Good	Concrete			48" X 8				No	Surface	
1-7NE	1-7-2	N	Yes	Yes	No	Good	Good	Concrete			42			7x42"	No	21 1/2"	
1-7NE	1-7-3	N	Yes	Yes	No	Good	Good	Concrete					42"	42" X 42"	No	68"	
1-7NE	1-7-32	N	Yes	Yes	No	Good	Good	Concrete					18"	7x38"	No	2"	
1-7NE	1-7-33	N	Yes	Yes	No	Good	Good	Concrete					36"	78" X 26"	No	69"	
1-7NE	1-7-34	N	Yes	Yes	No	Good	Good	Concrete	510"		510"		5" X 5	27"	No	86"	
1-7NE	1-7-35	N	Yes	Yes	No	Good	Good	Concrete	19"				6" X 36"	25 1/2"	No	86"	
1-7NE	1-7-37	N	Yes	Yes	No	Good	Good	Concrete	24" NE				77" X 36"		No	5"	
1-7NE	1-7-38	N	Yes	Yes	No	Good	Good	Concrete	24"				42" X 36"		No	3"	
1-7NE	1-7-39	N	Yes	Yes	No	Good	Good	Concrete	24"				42" X 36"		No	34"	
1-7NE	1-7-40	N	Yes	Yes	No	Good	Good	Concrete	24"				42" X 36"		No	34"	
1-7NE	1-7-45	N	Yes	Yes	No	Good	Good	Concrete	18"				4" X 8"		No	34"	
1-7NE	1-7-46	N	Yes	Yes	No	Good	Good	Concrete	22"				4" X 8"		No	58"	
1-7NE	1-7-47	N	No	No	No	Good	Good	Concrete	22"				78" X 24"		No	75"	
1-7NE	1-7-48	N	Yes	Yes	No	Good	Good	Concrete					7" X 36"		No	Open end pipe	
1-7NE	1-7-7	N	Yes	Yes	No	Good	Good	Concrete	24"				10" X 36"		No	4"	
1-7SE	1-7-2	N	Yes	No	No	Poor	Poor	Concrete					6" X 6"		No	16"	
1-7-31		N	Yes	Yes	No	Good	Good	Concrete	27"				16" X 36"	38"	No	16"	
1-7-49		N	Yes	Yes	No	Good	Good	Concrete			18"		48" X 48"	27"	No	610"	
1-7-10		N	Yes	Yes	No	Good	Good	Concrete					6 1/2 X 3"		No	610"	
1-7-11		N	Yes	Yes	No	Good	Good	Concrete	36"				4 X 4		No	48"	
1-7-13		N	Yes	Yes	No	Good	Good	Concrete	36"				42"	24	No	48"	
1-7-14		N	Yes	Yes	No	Good	Good	Concrete	36"				10 X 3		No	72"	
1-7-15		N	Yes	Yes	No	Good	Good	Concrete	36"				5 X 5	27	No	46"	
1-7-NW	1-7-16	N	Yes	Yes	No	Good	Good	Concrete					4' X 3'	23 1/2	No	10' 8"	
1-7-NW	1-7-16	N	Yes	Yes	No	Good	Good	Concrete					4' X 3'	23 1/2	No	4' 1/2"	
1-7-NW	1-7-17	N	Yes	Yes	No	Good	Good	Concrete					4' X 3'	23 1/2	No	4' 1/2"	
1-7-NW	1-7-18	N	Yes	Yes	Y	Good	Good	Concrete	24"				4' X 3'	23 1/2	No	36	
1-7-NW	1-7-19	N	Yes	Yes	No	Good	Good	Concrete					3' X 3'	23 1/2	No	8"	
1-7-NW	1-7-20	N	Yes	Yes	No	Good	Good	Concrete	24"				55 X 36	23 1/2	No	36	
1-7-NW	1-7-21	N	Yes	Yes	No	Good	Good	Concrete	23"				3 X 3	23 1/2	No	36"	
1-7-NW	1-7-5	N	Yes	Yes	No	Good	Good	Concrete	30"				3 X 3	24"	No	36"	
1-7-NW	1-7-8	N	Yes	Yes	No	Good	Good	Concrete	30"				10 X 36		No	70"	
1-7-NW	1-7-9	N	Yes	Yes	No	Good	Good	Concrete	18"				4' X 4'		No	38"	
1-7-SW	1-7-12	N	Yes	Yes	Y	Good	Good	Concrete	31 1/2"				4' X 4'	23 1/2	No	38"	
1-7-SW	1-7-22	N	Yes	Yes	No	Good	Good	Concrete					4' X 4'		No	5' 1/2"	
1-7-SW	1-7-23	N	Yes	Yes	No	Good	Good	Concrete	36"				6' X 4'	24"	No	4' 1/2"	
1-7-SW	1-7-24	N	Yes	Yes	No	Good	Good	Concrete	18"				4' X 4'	24"	No	2' 1/2"	
1-7-SW	1-7-25	N	Yes	Yes	No	Good	Good	Concrete			18"		4' X 3' X 4'		No	36"	
1-7-SW	1-7-26	N	Yes	Yes	No	Good	Good	Concrete					3' X 3' X 3'		No	36"	

APPENDIX D (SAMPLE FOG INSPECTION SHEET)

Inspector Name	Address	Contact	Phone	Business/Type of Business	Sanitation/Prep	Comments
31222011	7220 Silliman St. Santa Paula, CA 93369	Assnt. Asst.	805-425-7339	Food Service	Yes	They took food on frozen, condiments, brown away & recycle city all the grease.
31222011-1	1240 E. Harvard Blvd. Santa Paula, CA 93369	Shirley Ruckles	805-425-4444	Food Service	Yes	Very clean, grease, no oil, no grease.
31222011-14	1144 Mendocino Santa Paula, CA 93369	Suzanne Symon	805-425-4444	Food Service	No	No grease, but oil on prep table. Any oil or grease prohibited to be frozen in school and kitchen very clean. No grease, top or prep table to be no spilling with oil or grease.
31222011	102 Sycamore Dr. Santa Paula, CA 93369	Mary Fennell	805-425-4444	Food Service	Yes	Very clean, grease, no oil, no grease.
31222011	785 Harvard Blvd. Santa Paula, CA 93369	Maria Gahrdo	805-425-4444	Food Service	No	No grease, no oil, no grease.
31222011	805 Harvard Blvd. Santa Paula, CA 93369	Vella Calderon	805-425-4444	Food Service	Yes	No grease, no oil, no grease.
31222011	845 E. Pleasant St. Santa Paula, CA 93369	Eva Samilla	805-425-4444	Food Service	No	Market and grease, but very clean.
31222011	245 S. Oak St. Santa Paula, CA 93369	Sandra Tobias	805-425-4444	Food Service	Yes	Business, very clean, grease, but very clean.
31222011	1801 Sycamore St. Santa Paula, CA 93369	John Carr	805-425-4444	Food Service	No	School and kitchen very clean, grease, but very clean.
31222011	105 Park Rd. Santa Paula, CA 93369	Maria Martinez	805-425-4444	Food Service	Yes	Very clean.
31222011	2215 4th St. Santa Paula, CA 93369	Robert Zamora	805-425-4444	Food Service	No	Market and grease, but very clean.
31222011	225 N. Oak St. Santa Paula, CA 93369	Ricky Torres	805-425-4444	Food Service	No	Market and grease, but very clean.
31222011	4118 Sycamore St. Santa Paula, CA 93369	Elizabeth Galz	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	805 Franklin St. Santa Paula, CA 93369	Adela Gonzalez	805-425-4444	Food Service	No	Market and grease, but very clean.
31222011	280 March St. Santa Paula, CA 93369	Veronica Martinez	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	478 E. Main St. Santa Paula, CA 93369	Debra Regal	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	90 W. Main St. Santa Paula, CA 93369	Maria Martinez	805-425-4444	Food Service	No	Market and grease, but very clean.
31222011	388 W. Main St. Santa Paula, CA 93369	Conrad Parilla	805-425-4444	Food Service	No	Market and grease, but very clean.
31222011	324 N. Main St. Santa Paula, CA 93369	Pablo Morales	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	202 N. Main St. Santa Paula, CA 93369	Edgar Lopez	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	148 S. Oak St. Santa Paula, CA 93369	Antonio Reyes	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	602 W. Main St. Santa Paula, CA 93369	Maria Martinez	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	713 E. Harvard Blvd. Santa Paula, CA 93369	Martha Martinez	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	300 E. Main St. Santa Paula, CA 93369	Maria Martinez	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	388 E. Harvard Blvd. Santa Paula, CA 93369	Maria Martinez	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	1700 Sycamore St. Santa Paula, CA 93369	Ernie Moreno	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	232 E. Main St. Santa Paula, CA 93369	Ramiro Ramirez	805-425-4444	Food Service	Yes	Market and grease, but very clean.
31222011	232 E. Main St. Santa Paula, CA 93369	Maria Martinez	805-425-4444	Food Service	Yes	Market and grease, but very clean.

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**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Dan Singer, City Manager
Tai Chau, Assistant Public Works Director
Subject: Ventura Regional Sanitation District Agreement Amendment No. 1
Date: October 21, 2020

RECOMMENDATION:

Staff recommends that the City Council:

Authorize the City Manager to execute Agreement Amendment No. 1 with Ventura Regional Sanitation District (VRSD) for the operation and maintenance of the Wastewater Collection and Stormwater Sewer Systems.

BACKGROUND:

The City of Santa Paula has provided the collection of wastewater from its residents for more than 60 years. The City collection area is approximately five square miles, and the system serves a population of about 30,000 residents. The City's residents generate approximately 2 million gallons of sewage per day. The wastewater is delivered by gravity flow to the Santa Paula Water Recycling Facility (SPWRF) for Treatment and disposal. Since March of 2019, the City contracted with Ventura Regional Sanitation District (VRSD) to maintain the Wastewater Collection System.

ISSUES/ANALYSIS:

The City executed an operation and maintenance agreement with VRSD on March 20, 2019. The term of the contract was established as April 1, 2019, to March 31, 2023. The date for each operational contract year overlaps with two fiscal years. This poses a problem for budgeting, accounting, and invoicing. Staff recommends the City Council approve Amendment No.1 to the existing agreement which adjusts the annual contract term to coincide with the fiscal year calendar, which begins on July 1 and ends on June 30. This action will extend the agreement end date from March 31, 2023, to June 30, 2023.

Table 1: Original Agreement

Contract Year	Contract Date	Months	Amount
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1	April 1, 2019 to March 31, 2020	12	\$354,522
2	April 1, 2020 to March 31, 2021	12	\$361,612
3	April 1, 2021 to March 31, 2022	12	\$368,845
4	April 1, 2022 to March 31, 2023	12	\$376,222
Total =		48	\$1,461,201

Table 2: Amendment No. 1

Contract Year	Contract Date	Months	Amount
1	April 1, 2019 to March 31, 2020	12 completed	\$354,522
	April 1, 2020 to June 30, 2020	3 completed	\$90,403
2	July 1, 2020 to June 30, 2021	12	\$363,420
3	July 1, 2021 to June 30, 2022	12	\$370,689
4	July 1, 2022 to March 31, 2023	9	\$282,167
	April 1, 2022 to June 30, 2023	3	\$81,000
Total =		51	\$1,542,201

FISCAL IMPACTS:

An additional amount of \$81,000 will be added to the agreement to extend the contract for an additional three months, from March 31, 2023, to June 2023. After realigning each term year with the fiscal year, the annual budget amounts for Terms 2 – 4 are provided as follows:

- Term 2 (FY 2020/21) = \$363,420 (unchanged)
- Term 3 (FY 2021/22) = \$370,689 (unchanged)
- Term 4 (FY 2020/23) = \$363,167 (increased by \$81,000 for 3 additional months)

PERSONNEL IMPACTS:

No personnel impacts are associated with the approval of staff's recommendations.

OPTIONS:

The Council has the following available alternative options to Staff's Recommendations:

1. Do not approve Agreement Amendment No. 1 with Ventura Regional Sanitation District (VRSD) for the operation and maintenance of the

For the Regular Meeting of City Council on October 21, 2020

Agenda Item # 7

Wastewater Collection and Stormwater Sewer Systems. This would result in continuing a more difficult process with budgeting, accounting, and invoicing each fiscal year for the reasons noted in this report.

ATTACHMENTS:

EXHIBIT A - Amendment No. 1