



August 23, 2023

Board of Directors
Ventura Regional Sanitation District
Oxnard, California

CONSIDERATION AND APPROVAL OF AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005 WITH THE CITY OF SANTA PAULA FOR WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM MAINTENANCE

RECOMMENDATION

Approve, and Authorize the Board Chairperson to sign, Amendment No. 4 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 \$932,810 for Fiscal Year 2023-2024.

FISCAL IMPACT

The anticipated additional revenue from this contract amendment will cover all costs reasonably related to the provision of these essential public services. Labor rates, equipment rates, and rates for provision of supplies, equipment, and services include standard VRSD overhead costs.

BACKGROUND

The 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, 1190 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, the VRSD Board approved VRSD Contract No. 19-005 for VRSD to operate and maintain the City's wastewater collection and storm drain systems.

Amendment No. 1 to Contract No. 19-005 was approved by the VRSD Board on November 17, 2020. The amendment aligned the annual contract term with the fiscal year calendar and extended the agreement end date from March 31, 2023, to June 30, 2023.

Amendment No. 2 to Contract No. 19-005 was approved by the VRSD Board on May 5, 2022. This amendment defined the contract amount for FY 2022-23 as \$575,821 and extended the agreement end date to June 30, 2027.

Amendment No. 3 to Contract No. 19-005 was approved by the VRSD Board on June 29, 2023. This amendment increased the not-to-exceed amount for FY 2023-2024 to \$740,066 to VRSD to provide various additional services which were not covered in the previous amount approved by the City in the contract.

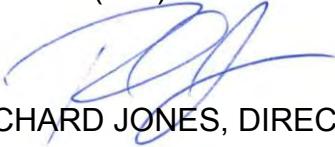
ANALYSIS & PROPOSAL

The City is requesting additional wastewater collection system and storm drain system services from VRSD because of recent winter storm damage to the City's storm drain system. Therefore, the City has proposed increased dollar amounts in the contract, as indicated in the proposed Amendment No. 4 to Contract No. 19-005 (See Attachment No. 1). Amendment No. 4 would increase the not-to-exceed amount for FY 2023-3024 from \$740,066 to \$932,810, an increase of \$192,744.

Staff recommends that the Board approve Amendment No. 4 to the VRSD Contract No. 19-005.

This letter and the associated contract amendment has been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4600 or email at 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. Amendment No. 4 to Contract No. 19-005
2. Agreement No. 19-005, as amended

AMENDMENT NO. 4 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. 4 (“AMENDMENT NO. 4”) 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 August 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. On June 29, 2023, CITY and DISTRICT entered into AMENDMENT NO. 3 to the ORIGINAL AGREEMENT, AMENDMENT NO. 3 increased the contract amount for FY 2022-2023 (i.e. Contract Year 4) to \$767,021 and for FY 2023-2024 (i.e. Contract Year 5) to \$740,066. Rates can be adjusted annually for inflation, in accordance with the U.S. Bureau of Labor Statistics’ Consumer Price Index (CPI) from a minimum of 0% to a maximum of 5%.

- E. As used hereafter, the term “AGREEMENT” shall mean the ORIGINAL AGREEMENT, as amended by AMENDMENT NO. 1, AMENDMENT NO. 2, and AMENDMENT NO. 3.
- F. DISTRICT and CITY now desire to enter into this AMENDMENT NO. 4 to increase DISTRICT compensation for FY 2023-2024 (i.e. Contract Year 5) to fund road repair and storm drain replacement work resulting from severe winter storms. Unless otherwise specifically defined herein, all capitalized terms will have the same meaning ascribed in the ORIGINAL AGREEMENT.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter contained, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The foregoing Recitals are true and correct and are made a part of this First Amendment as if fully set forth herein.

SECTION 2. District will perform road repair and storm drain replacement work on a portion of Corporation Street as shown in the vicinity map attached as Exhibit A to this Amendment No. 4 (the “Work”).

SECTION 3. City will increase District’s compensation for FY 2023-2024 (Contract Year 5) to an amount not to exceed \$932,810, an increase of \$192,744. The increased amount consists of \$179,297 for the Work plus a 7.5% construction contingency of \$13,447 (“Contingency”). The City Manager or his designee, if authorized by the City Council, may approve contract change orders in an amount not to cumulatively exceed the Contingency.

SECTION 4. The contract year compensation schedule in Exhibit A-2 (“Base Annual Fee”) to the Agreement is hereby amended 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	\$932,810
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		\$4,508,480

SECTION 5. Except as provided in this Amendment No. 4, all other terms and

conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment No. 4 and the Agreement , the provisions of this Amendment No. 4 shall control.

SECTION 6. This Amendment No. 4 may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement.

SECTION 7. The Parties agree that this Amendment No. 4 may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

SECTION 8. The person or persons executing this Amendment No. 4 on behalf of the respective Parties warrant and represent that they have the authority to execute this Amendment No. 4 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. 4 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

EXHIBIT A

TO

AMENDMENT NO. 4 TO VRSD CONTRACT NO. 19-005

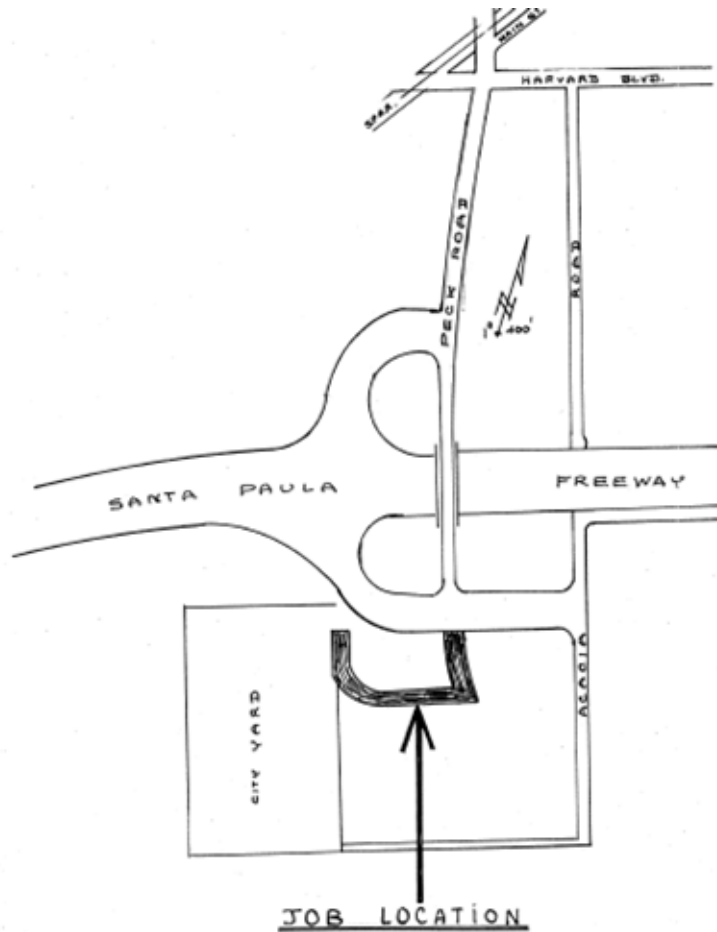
**WASTEWATER COLLECTION SYSTEM AND STORMWATER SEWER SYSTEM
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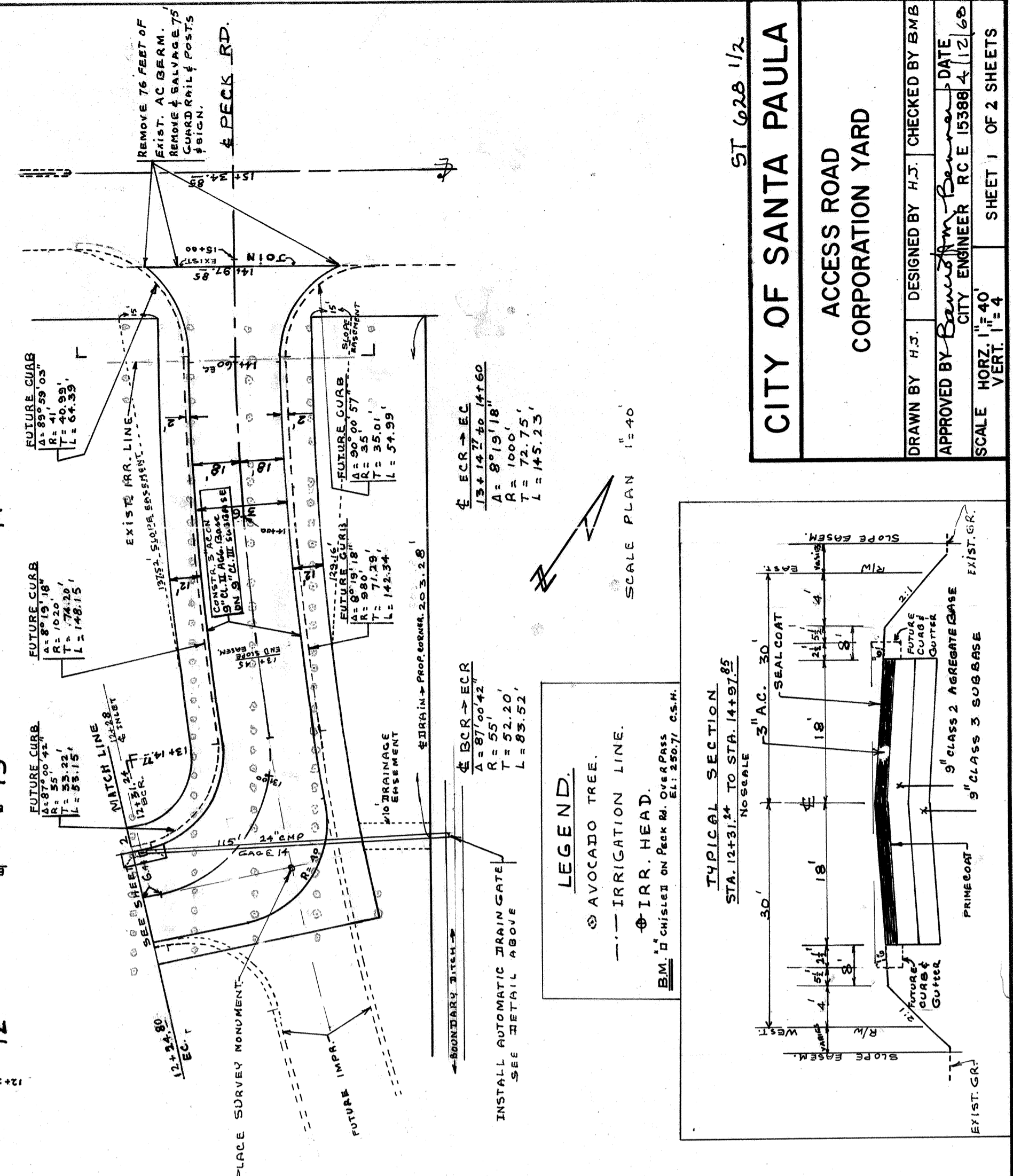
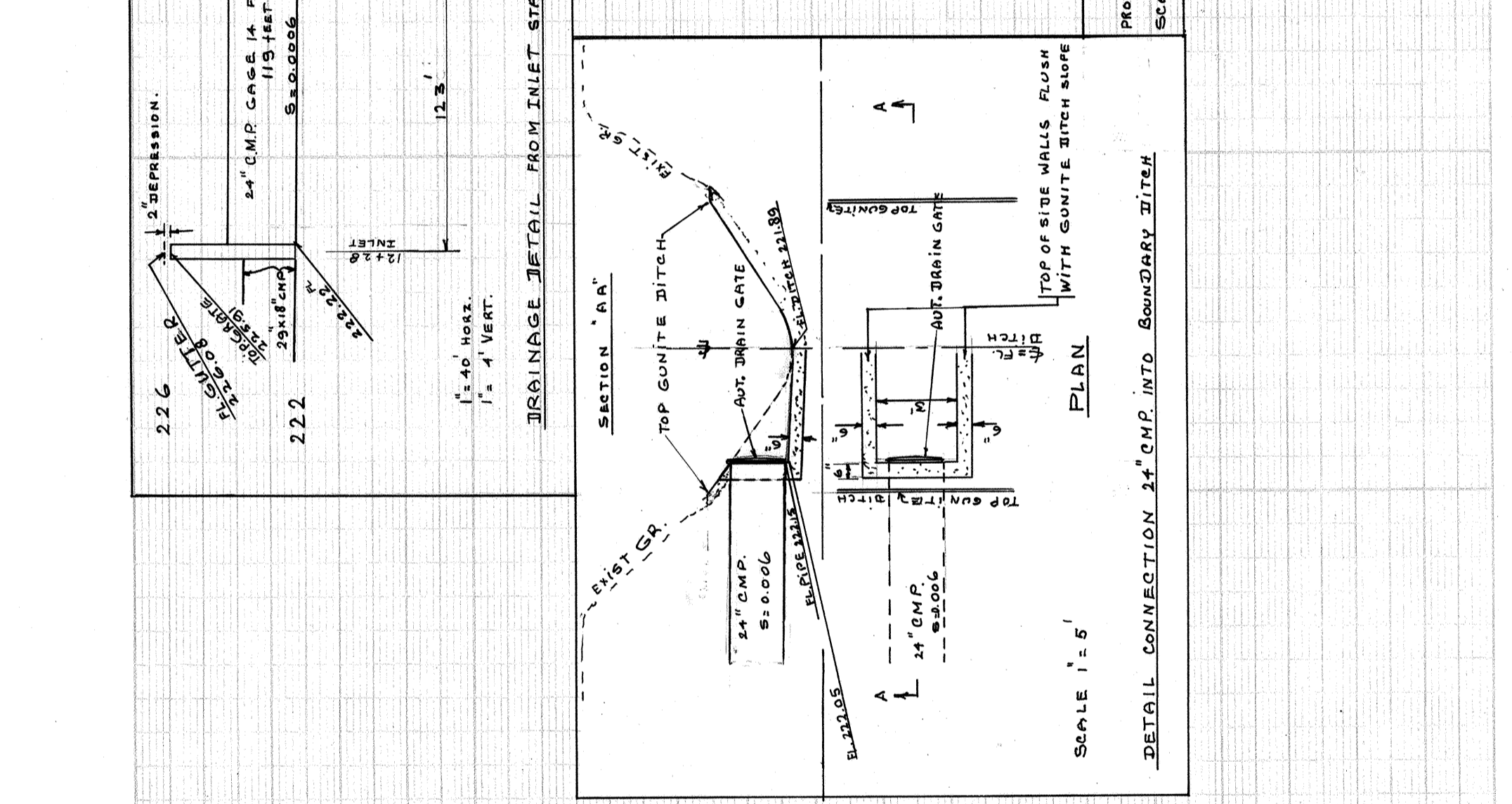
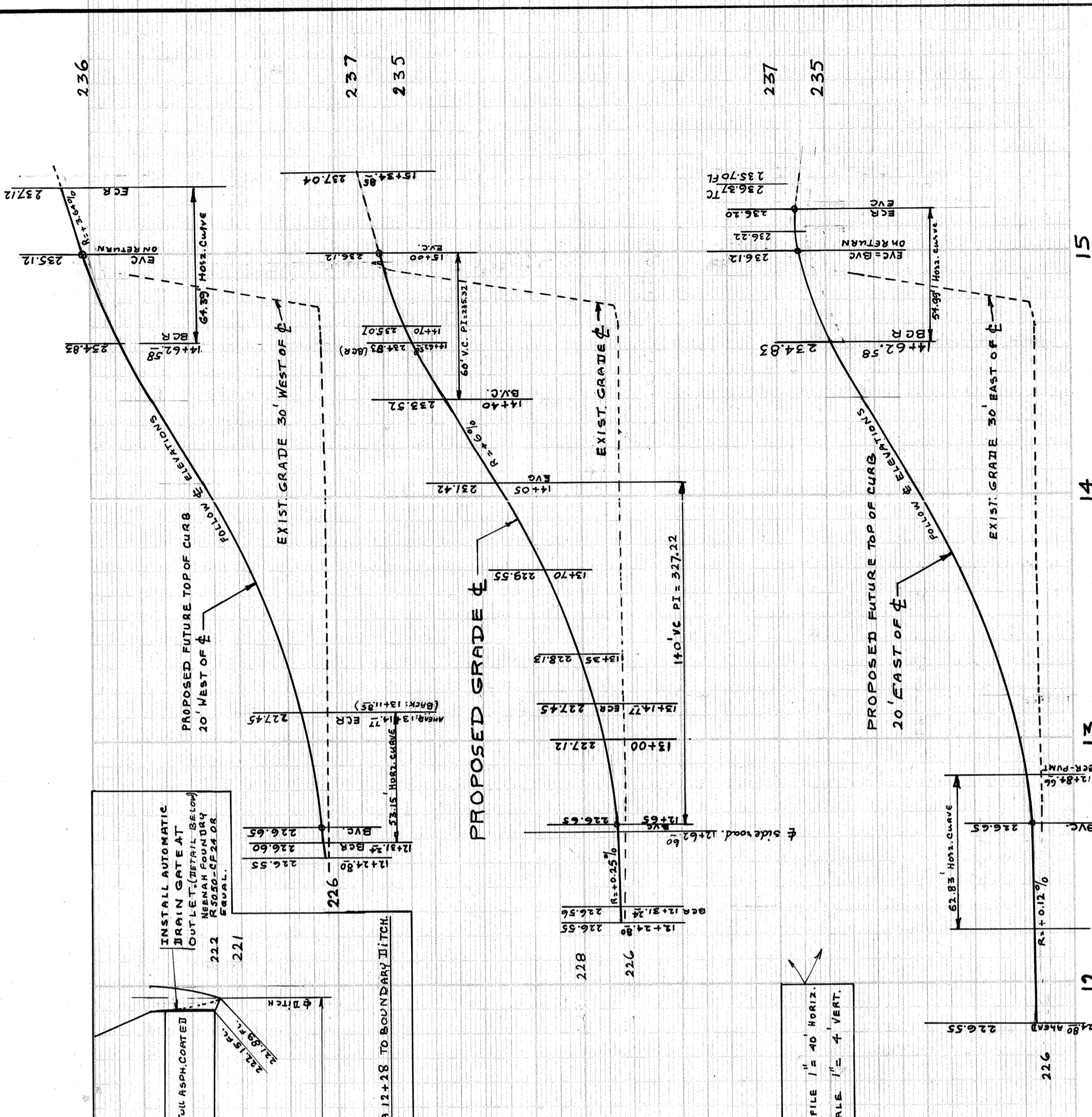
(Vicinity Map for Corporation Street Pipe Replacement)

[Attached behind]

EXHIBIT B

Project Location Map and Existing Corporation Street Plans





GENERAL NOTES

- 1 ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF SANTA PAULA CONSTRUCTION STANDARDS AND THE DESIGNATED STANDARDS AND SPECIFICATIONS OF THE STATE DIVISION OF HIGHWAYS AND TO THE SATISFACTION OF THE CITY ENGINEER.
- 2 ALL UTILITIES IN THE AREA OF CONSTRUCTION SHALL BE RELOCATED BY OTHERS.
- 3 THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND OWNERS OF PRIVATE FACILITIES IN THE AREA OF CONSTRUCTION 48 HOURS IN ADVANCE OF PERFORMING ANY WORK.
- 4 IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT ALL UTILITY LINES AND SUBSTRUCTURES.
- 5 REMOVE ALL TREES WITHIN THE STREET RIGHT OF WAY.
- 6 JOB LOCATION ON SHEET 2
- 7 LOCATION OF SURVEY MONUMENTS IN FIELD WILL BE DETERMINED BY THE CITY ENGINEER.

ST 628 1/2

CITY OF SANTA PAULA
ACCESS ROAD CORPORATION YARD

DRAWN BY H.J. DESIGNED BY H.J. CHECKED BY BMB
APPROVED BY *Bernard B. Berman* DATE
CITY ENGINEER R.C.E. 15388 4/12/68

SCALE HORIZ. 1" = 40'
VERT. 1" = 4'

SHEET 1 OF 2 SHEETS
ST-628-1

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 29th 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
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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



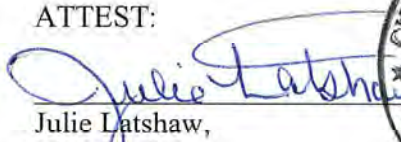
Dan Singer,
City Manager

VENTURA REGIONAL
SANITATION DISTRICT



Kevin Kildee (Jun 30, 2023 17:12 PDT)
Kevin Kildee,
Chairman of the Board


ATTEST:



Julie Latshaw,
City Clerk




ATTEST



Juliet Rodriguez (Jun 30, 2023 11:24 PDT)
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]

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

			FY 2023		FY 2024	
<u>CENTRAL ADMINISTRATION</u>			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
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>			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
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:

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

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 1.1., 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 10:31 PM)
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 15:27 PDT)
JULIET RODRIGUEZ
Clerk of the Board

By: Julie Hatshaw
JULIE HATSHAW
City Clerk

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

APPROVED AS TO FORM
BEST BEST & KRIEGER

By: Robert N. Kwong
Robert Kwong (May 5, 2022 10:01 AM)
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	
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- 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
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Chlorine Residuals, Field Tests		\$6				
Coatings & Linings - Hand Tools				\$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$77.25		
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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					
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Grunfos Control Box		\$23				
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Locator (or metal detector)				\$39		
Manhole Rehab Equipment = \$100.40/vertical foot		\$100.40/vft				
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Meter - Electrical Conductivity		\$8				
Meter - QED Flow Cell Meter		\$31				
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Oil System				\$62		
Peristolic Pump		\$31				
pH, Field Tests		\$8				
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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
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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		
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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 I 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 E. 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 N. Kwong
Robert N. Kwong (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 it is 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: Cleve 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.

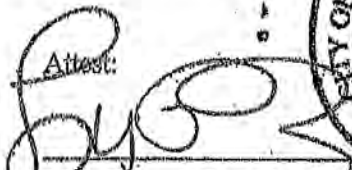
This Agreement, and its Exhibits or Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are appendices to this Agreement. This Agreement will bind and inure to the benefit of the parties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

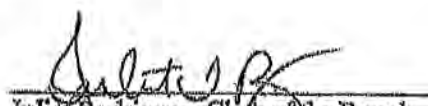
VENTURA REGIONAL SANITATION DISTRICT

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 outlined 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 vactor 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-STRUCTURE#	CATCH BASIN	AT GRADE	INPAVED AREA	HOLES	COND OF SURFACE	COND OF MFI/JS	MATERIAL	DIA OF HOLES NORTH	DIA OF HOLES SOUTH	DIA OF HOLES WEST	DIA OF OUTLETS	DIA OF MFI/JS STRUCTURE	DIA OF INLET MFI PING	VISIBLE SIGNS OF INFILTRATION	DEPTH OF MFI (BOTTOM OF CHANNEL TO SURFACE) WITH INFILTRATION
County	1-17-21	N	No	No		Good	Good	CMF				24" X 36"			No	28"
County	1-17-22	N	No	No		Good	Good	Concrete				42" X 36"			No	21"
County	1-17-23	N	No	No		Good	Good	Concrete				18"			No	21"
1-17-24	1-17-24	N	Yes	Yes	No	Good	Good	Concrete				18" X 5"			No	surface
1-17-25	1-17-25	N	Yes	Yes	No	Good	Good	Concrete				42" X 42"			No	21 1/2"
1-17-26	1-17-26	N	Yes	Yes	No	Good	Good	Concrete				42"			No	36"
1-17-27	1-17-27	N	Yes	Yes	No	Good	Good	Concrete				18"			No	2"
1-17-28	1-17-28	N	Yes	Yes	No	Good	Good	Concrete				18"			No	36"
1-17-29	1-17-29	N	Yes	Yes	No	Good	Good	Concrete				55"			No	36"
1-17-30	1-17-30	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-31	1-17-31	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-32	1-17-32	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-33	1-17-33	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-34	1-17-34	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-35	1-17-35	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-36	1-17-36	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-37	1-17-37	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-38	1-17-38	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-39	1-17-39	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-40	1-17-40	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-41	1-17-41	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-42	1-17-42	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-43	1-17-43	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-44	1-17-44	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-45	1-17-45	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-46	1-17-46	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-47	1-17-47	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-48	1-17-48	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-49	1-17-49	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-50	1-17-50	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-51	1-17-51	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-52	1-17-52	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-53	1-17-53	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-54	1-17-54	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-55	1-17-55	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-56	1-17-56	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-57	1-17-57	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-58	1-17-58	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-59	1-17-59	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-60	1-17-60	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-61	1-17-61	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-62	1-17-62	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-63	1-17-63	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-64	1-17-64	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-65	1-17-65	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-66	1-17-66	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-67	1-17-67	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-68	1-17-68	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-69	1-17-69	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-70	1-17-70	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-71	1-17-71	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-72	1-17-72	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-73	1-17-73	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-74	1-17-74	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-75	1-17-75	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-76	1-17-76	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-77	1-17-77	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-78	1-17-78	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-79	1-17-79	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-80	1-17-80	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-81	1-17-81	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-82	1-17-82	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-83	1-17-83	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-84	1-17-84	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-85	1-17-85	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-86	1-17-86	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-87	1-17-87	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-88	1-17-88	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-89	1-17-89	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-90	1-17-90	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-91	1-17-91	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-92	1-17-92	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-93	1-17-93	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-94	1-17-94	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-95	1-17-95	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-96	1-17-96	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-97	1-17-97	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-98	1-17-98	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-99	1-17-99	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"
1-17-100	1-17-100	N	Yes	Yes	No	Good	Good	Concrete				51"			No	36"

APPENDIX D (SAMPLE FOG INSPECTION SHEET)

Inspection Site	Address	Contact	Phone	Inspection Status	Participating	Comments
81022011	1201 S. 1st St. Santa Fe, NM 87501	Scott Good	505-825-3330	Partic	No	They don't have a formal complaint process. From Larry S. Taylor City on the process.
81022012	4540 E. Highway 24 Santa Fe, NM 87506	John P. Miller	505-825-2774	Partic	Yes	Very clean, no complaints, very cooperative.
81022013	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	No process in place. Any complaints processed through a grievance and handled on a case-by-case basis.
81022014	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	School and building very clean. No process in place. Schoolhouse by no means well-off or great.
81022015	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Very clean, no complaints, very cooperative.
81022016	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	No complaints, no other issues.
81022017	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	No complaints or need for cleanup.
81022018	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Minor and minor but very clean.
81022019	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	Yes	Complaints were filed. Investigation was not closed.
81022020	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	School was taken over. Complaints were not closed.
81022021	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Very clean.
81022022	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022023	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022024	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022025	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022026	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022027	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022028	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022029	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022030	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022031	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022032	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022033	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022034	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022035	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022036	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022037	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022038	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022039	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022040	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022041	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022042	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022043	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022044	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022045	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022046	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022047	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022048	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022049	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.
81022050	1000 S. 1st St. Santa Fe, NM 87501	Sharon Williams	505-825-4100	Partic	No	Complaints and complaints were not closed.

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**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Dan Singer, City Manager
Tal 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

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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

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