

July 25, 2024

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**APPROVE VRSD ANNUAL SERVICE CONTRACTS FOR FOURTEEN VENDORS**

**RECOMMENDATION**

Approve, and Authorize the Board Chairman to sign, the following VRSD service contracts related to VRSD solid waste and wastewater operations, with each contract having a maximum five-year term, subject to annual funding approved by the Board of Directors.

- (1) Contract No. 24-003 with BIOGAS Engineering, INC.
- (2) Contract No. 24-004 with Chang Environmental, INC.
- (3) Contract No. 24-014 with Dragomir Design Build, INC.
- (4) Contract No. 24-005 with FGL Environmental, INC.
- (5) Contract No. 24-006 with J.W. Enterprises, LLC.
- (6) Contract No. 24-015 with Trevor Lindsey
- (7) Contract No. 24-007 with Oakridge Geoscience, INC.
- (8) Contract No. 24-008 with Pirate Staffing, INC.
- (9) Contract No. 24-009 with Reliance Cleaning Services
- (10) Contract No. 24-016 with RES Environmental INC.
- (11) Contract No. 24-012 with Safety-Kleen Systems, INC.
- (12) Contract No. 24-013 with SCS Engineers
- (13) Contract No. 24-011 with Vertex Survey, INC.
- (14) Contract No. 24-010 with Weck Laboratories, INC.

**FISCAL IMPACTS**

The total cost of fourteen service contracts is \$971,305.00. Appropriations for the compensation associated with these service contracts are Included in the Board-approved Fiscal Year 2024-2025 budget.

**BACKGROUND**

A total of 14 VRSD service contracts related to solid waste and wastewater operations require renewal for the 2024-2025 fiscal year. The scope of essential public services provided by

VRSD necessitates a wide variety of support from various vendors, some of which are in specialized fields which range from geotechnical engineering to stormwater quality testing to landfill gas collection systems. Most of these providers have worked for VRSD for years. However, to ensure that VRSD receives competitive pricing for these services, VRSD regularly evaluates vendors and service providers against others in the industry across various metrics, including cost.

Staff has negotiated and prepared 14 service contracts with firms or individuals in the amounts and timeframes indicated on the summary attachment to this Board letter. The attachment contains the following relevant details about each one of these contracts: (a) services to be provided; (b) original contract date; (c) number of prior amendments, if any; (d) contract amount approved; (e) Increase in compensation requested, if any; (f) revised total compensation; (g) period ending or contract expiration date; (g) reason for contract renewal or extension; and (h) fiscal impact.

All of these contracts, which were procured in accordance with VRSD Purchasing Resolution 89-13 are Included as part of this board letter as Attachment No. 2.

**PROPOSAL**

The Board-approved FY 2024-2025 Budget Includes funding for these services contracts. Subsequent annual renewals of these contracts is predicated on funding being established by your Board for a given fiscal year

Staff recommends that the Board approve these contracts as per the Recommendation.

Legal Counsel has reviewed the Board letter as to form.

Please call me at 658-4679 or email richardjones@vrzd.com if you have any questions regarding this matter.



RICHARD JONES – DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT:

  
Alvertina Rivera, Director of Finance

APPROVED FOR JULY 25, 2024 AGENDA

  
Chris Theisen – General Manager

- Attachments:
1. Summary of Information for 14 Annual Service Contracts
  2. Fourteen Annual Service Contracts

**VENDOR SERVICE CONTRACTS  
FISCAL YEAR 2024-2025**

|                      |  |
|----------------------|--|
| <b>Vendor:</b>       | <b>BIOGAS ENGINEERING (24-003)</b>   |
| Service Provided:    | Engineering services for Gas collection and flare operation for Toland Landfill and 5 closed landfills and includes SCADA support. |
| Contract Start Date: | July 1, 2024   |
| Contract End Date:   | June 30, 2029  |
| FY 24/25 Amount:     | \$278,487  |
| Reason:              | Continued engineering services needed in the next fiscal year.   |
| Fiscal Impact:       | None   |
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| <b>Vendor:</b>       | <b>Chang Environmental, INC (24-004)</b>  |
| Service Provided:    | Groundwater monitoring and Field sampling for Toland landfill and 5 closed landfills. |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$67,774  |
| Reason:              | Continued Sampling services needed in the next fiscal year.                           |
| Fiscal Impact:       | None  |
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| <b>Vendor:</b>       | <b>Dragomir Design-Build, INC (24-014)</b>   |
| Service Provided:    | Engineering services for Fill plans, drainage and grading, Stormwater Quality support. These services are for Toland and the 5 closed landfills. |
| Contract Start Date: | July 1, 2024   |
| Contract End Date:   | June 30, 2029  |
| FY 24/25 Amount:     | \$218,240  |
| Reason:              | Continued engineering services needed in the next fiscal year.   |
| Fiscal Impact:       | None   |
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| <b>Vendor:</b>       | <b>FGL Environmental, INC (24-005)</b>  |
| Service Provided:    | Laboratory services for groundwater, Wastewater, and Stormwater samples required by operating permits |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$5,305   |
| Reason:              | Continued engineering services needed in the next fiscal year.  |
| Fiscal Impact:       | None  |
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| <b>Vendor:</b>       | <b>J.W. Enterprises (24-006)</b>                            |
| Service Provided:    | Provide portable restrooms and serves for Toland Landfill   |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$12,360  |
| Reason:              | Continued restroom services needed in the next fiscal year. |
| Fiscal Impact:       | None  |
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| <b>Vendor:</b>       | <b>Trevor Lindsey (24-015)</b>   |
| Service Provided:    | Paleontologist services for the Toland Landfill during construction of Phase 4C. This is required as a part of the Toland CUP. |
| Contract Start Date: | July 1, 2024   |
| Contract End Date:   | June 30, 2029  |
| FY 24/25 Amount:     | \$95,100   |
| Reason:              | Continued Paleontologist services needed in the Phase 4C project.  |
| Fiscal Impact:       | None   |
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| <b>Vendor:</b>       | <b>Oakridge Geoscience INC (24-007)</b>  |
| Service Provided:    | Quarterly Geologic Mapping, reporting for Toland and Consulting and support for the 5 closed landfills. These reports are required as a part of the operating permits. |
| Contract Start Date: | July 1, 2024   |
| Contract End Date:   | June 30, 2029  |
| FY 24/25 Amount:     | \$25,000   |
| Reason:              | Continued Geologic services needed in the next fiscal year.  |
| Fiscal Impact:       | None   |
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| <b>Vendor:</b>       | <b>Pirate Staffing (24-008)</b>  |
| Service Provided:    | Temporary labor to support Dailey operations and extra help during and after high wind events at Toland. |
| Contract Start Date: | July 1, 2024   |
| Contract End Date:   | June 30, 2029  |
| FY 24/25 Amount:     | \$15,450   |
| Reason:              | The CUP has a liter condition and we need the support after Santa Ana wind events.                       |
| Fiscal Impact:       | None   |
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| <b>Vendor:</b>       | <b>Reliance Cleaning Services (24-009)</b>                    |
| Service Provided:    | Janitorial services at several District locations.            |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$20,184  |
| Reason:              | Continued janitorial services needed in the next fiscal year. |
| Fiscal Impact:       | None  |
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| <b>Vendor:</b>       | <b>RES Environmental, Inc. (24-016)</b>   |
| Service Provided:    | Landfill surface emissions monitoring services.                                   |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$37,389  |
| Reason:              | Continued landfill surface emissions monitoring services in the next fiscal year. |
| Fiscal Impact:       | None  |

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| <b>Vendor:</b>       | <b>Safety Kleen Systems, INC (24-012)</b>                          |
| Service Provided:    | Hazard Waste Disposal Services for VRSD                            |
| Contract Start Date: | July 1, 2024   |
| Contract End Date:   | June 30, 2029  |
| FY 24/25 Amount:     | \$7,500  |
| Reason:              | Continued Disposal services will be needed in the next fiscal year |
| Fiscal Impact:       | None.  |

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| <b>Vendor:</b>       | <b>SCS Engineers (24-013)</b>   |
| Service Provided:    | Environmental Monitoring and reporting for APCD, Title V, and groundwater reporting for the RWQCB Permits |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$137,775   |
| Reason:              | Continued need for air quality regulatory-related services.   |
| Fiscal Impact:       | None  |

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| <b>Vendor:</b>       | <b>Vertex Survey, INC (24-011)</b>  |
| Service Provided:    | Provide flow and direction maps for Saticoy ground water monitoring as a part of the RWQCB WDR requirements |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$3,090   |
| Reason:              | Continued services will be needed in the next fiscal year   |
| Fiscal Impact:       | None  |

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| <b>Vendor:</b>       | <b>Weck Laboratories (24-010)</b>   |
| Service Provided:    | Laboratory services   |
| Contract Start Date: | July 1, 2024  |
| Contract End Date:   | June 30, 2029   |
| FY 24/25 Amount:     | \$52,736  |
| Reason:              | Continued use for Water, Wastewater, and Solid Waste laboratory analytical services for next fiscal year. |
| Fiscal Impact:       | None  |

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-003**

**AGREEMENT FOR  
LANDFILL GAS ENGINEERING SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
BIOGAS ENGINEERING, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and BIOGAS ENGINEERING, INC., a California corporation licensed to do business in the State of California (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing landfill gas collection system (LFGCS) engineering services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide LFGCS engineering services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide LFGCS engineering services at Toland Road Municipal Solid Waste Landfill and its closed landfill sites.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide environmental monitoring consulting services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for LFGCS engineering services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is



intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed Two Hundred Seventy-Eight Thousand Four Hundred Eighty-Seven dollars (\$278,487) for Fiscal Year 2024-25, billed on a time and materials basis, without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for landfill gas collection system (LFGCS) engineering services without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each

person performing work, date and brief description of the work performed, number of hours worked, and labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

E. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONSULTANTS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of

DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a 15 percent administrative fee.

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT:       Gautam Arora, Principal  
                                  BIOGAS ENGINEERING  
                                  2321 E. 28<sup>th</sup> St., Suite 400  
                                  Signal Hill, CA 90755

To DISTRICT:            Finance & Administration  
                                  VENTURA REGIONAL SANITATION DISTRICT  
                                  4105 West Gonzales Road  
                                  Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

BIOGAS ENGINEERING, INC.

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
GAUTAM ARORA  
Principal

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT'S delivery of landfill gas collection system (LFGCS) engineering services to DISTRICT.

#### **I. Scope of Work**

The scope of work includes the following tasks to be performed by CONSULTANT:

1. TASK 1: LFGCS Wellfield Engineering Support

- CONSULTANT shall design, develop, and handle construction oversight of new vertical and horizontal gas wells on an ongoing, as needed basis as the landfill expands and fill for the active landfill as well as support the closed landfills on an as need basis. Services may include work on the master plan for expanding the LFGCS system as necessary in consultation with DISTRICT staff.
  - Active landfill – up to \$148,000 on a time & materials (T&M) billing basis
  - Closed landfills (4) – up to \$20,000/landfill = \$80,000 on a T&M billing basis

2. Task 2: Supervisory Control and Data Acquisition (SCADA) Systems Controls Engineering and Support

- CONSULTANT shall provide SCADA engineering and programming support for the various open and closed landfills in order to ensure necessary data is collected for regulatory reporting purposes. Activity may also include the creation of the Comprehensive Network Diagram and the updating of the related Piping and Instrumentation Diagram P&ID documents.
  - SCADA support – up to \$50,000 billed on a T&M basis

Following are details and associated costs for the above tasks:

| Task Number | Task Description                           | Unit* | Qty | Not to Exceed Fee/ Budget | Total            |
|-------------|--|-------|-----|---------------------------|------------------|
| <b>1</b>    | <b>LFGCS Wellfield Engineering Support</b> |       |     |                           |                  |
| 1.1         | Active landfill                            | T&M   | 1   | \$180,000                 | \$148,000        |
| 1.2         | Closed landfills                           | T&M   | 4   | \$20,000                  | \$80,000         |
|             |  |       |     | <b>Subtotal</b>           | <b>\$228,000</b> |
| <b>2</b>    | <b>SCADA/ Controls Support</b>             |       |     |                           |                  |
| 2.1         | Scada Support                              | T&M   | 1   | \$50,000                  | \$50,000         |
|             |  |       |     | <b>Subtotal</b>           | <b>\$50,000</b>  |
|             |  |       |     |                           |                  |

|  |                  |
|--|------------------|
| <b>* LS: Lump Sum / T&amp;M: Time and Materials<br/>TOTAL NOT TO EXCEED FEE/BUDGET</b> | <b>\$278,000</b> |
|--|------------------|

Note: Lump Sum amount proposals are limited to straight forward tasks that provide specific and measurable deliverable products not to exceed \$15,000.

**II. Consultant Rates (\$/Hour)**

CONSULTANT shall bill the DISTRICT for work performed under this Agreement at the following rates: Rate sheet attached



**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-004**

**AGREEMENT FOR  
GROUNDWATER MONITORING SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
CHANG ENVIRONMENTAL, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and CHANG ENVIRONMENTAL, INC., a California corporation licensed to do business in the State of California (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing groundwater monitoring services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide groundwater monitoring services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide groundwater monitoring services at the five landfills managed by the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide groundwater monitoring services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier terminated or modified, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for groundwater monitoring services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor.

DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed Sixty-two Thousand Seven Hundred dollars (\$62,700.00) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for groundwater monitoring services without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each

person performing work, date and brief description of the work performed, number of hours worked, and labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

E. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONSULTANTS**

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of DISTRICT. Breach

of this provision shall be grounds for immediate termination of this Agreement.

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Paul Chang  
CHANG ENVIRONMENTAL, INC.  
23890 Copper Hill Drive, #226  
Valencia, CA 91354

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
4105 West Gonzales Road  
Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

CHANG ENVIRONMENTAL, INC.

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
PAUL CHANG  
President

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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



## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT and the rates to be charged in connection with CONSULTANT'S delivery of groundwater monitoring services to DISTRICT.

#### I. STATEMENT OR SCOPE OF WORK

General scope of work is outlined below. Specific tasks for each closed or active municipal solid waste landfill site are discussed in the following sections.

##### TASK 1 – Field Sampling

A. As part of the groundwater monitoring programs, CONSULTANT shall measure groundwater levels in all DISTRICT or government regulatory agency designated wells prior to sampling activities using equipment that is decontaminated before use.

B. CONSULTANT shall record the depth to water to the nearest 0.01 foot in the field log for each groundwater well.

C. CONSULTANT shall purge and sample each well using dedicated pumps following the standard low-flow purging and sampling method.

1. Non-dedicated monitoring and sampling equipment will be decontaminated prior to use at each well to ensure that samples collected represent the groundwater conditions at the site.
2. Consultant Assumption: all monitoring wells will be readily accessible and all required equipment, such as a sounder, pump controller, field meter, air source, etc., will be provided by DISTRICT and will be in good working order.

D. CONSULTANT shall collect groundwater samples in appropriate sample containers provided by an appropriate analytical laboratory.

1. For dissolved metal analysis, samples will be filtered in the field.
2. Samples will be preserved as required, placed on ice in a cooler, and delivered to the laboratory courier.
3. Chain-of-custody documentation will be generated and accompany each sample.
4. CONSULTANT will coordinate with the laboratory for sample container delivery and sample pickup.
5. Purged groundwater will be contained in drums or portable containers. This water will be disposed by discharging the water into the designated discharge point as directed by DISTRICT personnel. Consultant Assumption: disposal costs and additional labor will not be required.
6. Since Bailard, Coastal/Santa Clara, and Toland Road landfills have been designated by the RWQCB for the per- and polyfluoroalkyl substances (PFAS) sampling, CONSULTANT shall use the PFAS sampling workplan which has been prepared and submitted by SCS Engineers for each DISTRICT landfill.
7. The costs related to this one-time groundwater sampling event, including duplicated and blanks as specified in the workplan, are included below.

Contract Assumption: Other site monitoring not directly related to the groundwater monitoring programs, such as standard observations, will be conducted by the DISTRICT.

## **TASK 2 – Contingency Retest Sampling**

Data evaluation and reporting will be conducted by a different DISTRICT consultant. Based on statistical and non-statistical data evaluation, a retest sampling program may be required. Retest sampling consists of collecting two independent groundwater samples from each well with tentative indication of a release. As directed by DISTRICT, CONSULTANT will collect the necessary retest samples and submit them for laboratory analysis. Five such retesting events are planned for this proposal.

### **II. SCHEDULE**

The scope of work outlined above will be performed from July 2018 through June 2019. Groundwater sampling will be performed as follows:

| <b>Site</b>         | <b>Period</b>          | <b>Sampling Month</b> |
|---------------------|------------------------|-----------------------|
| Bailard             | Summer/Fall & Annual   | November 2024         |
| Bailard             | Winter/Spring          | May 2025              |
| Coastal/Santa Clara | Summer/Fall            | October 2024          |
| Coastal/Santa Clara | Winter/Spring & Annual | April 2025            |
| Ozena               | Annual                 | January 2025          |
| Tierra Rejada       | Fall/Winter            | September 2024        |
| Tierra Rejada       | Spring/Summer & Annual | March 2025            |
| Toland Road         | Spring/Summer          | September 2024        |
| Toland Road         | Fall/Winter & Annual   | March 2025            |

Additional quarterly groundwater level measurements will be collected at the Coastal/Santa Clara landfills in July 2024 and January 2025. Every attempt will be made to measure and collect groundwater samples as scheduled above. CONSULTANT will not be responsible for delays in the schedule due to forces outside its control, such as weather. DISTRICT and, if necessary, the RWQCB will be informed of any potential delays to the schedule.

**III. CONSULTANT FEES**

CONSULTANT will perform the above tasks on a time-and-materials basis consistent with the Rate Sheet (see section below). The allotted charges and specific scope for each landfill is as follows:

**Bailard Landfill**

|   |                       |
|---|-----------------------|
| Task 1: Field Sampling  | \$9,400               |
| Groundwater monitoring activities will be conducted at nine designated wells (Nos. 30A5, 30C1, 30C4, 30F4, 30H3, 30J4, 30L3, EMP-1S, And EMP-4D). |                       |
| <b>Bailard Landfill Total</b>   | <b><u>\$9,400</u></b> |

**Coastal/Santa Clara Landfill**

|   |                        |
|---|------------------------|
| Task 1: Field Sampling  | \$24,600               |
| Groundwater monitoring activities will be conducted at 31 designated wells (Nos. 28C7s, 28C8s, 28C6, 29A2m, 29C2m, 29D1, 29D2, 29D3, 29E6, 29E9, 29F5, 29F6, 29G4s, 29G4m, 29G4d, 29L1, 29L3, 29M2, 29M3, 29M5, 29M6, EMP-2S, EMP-2D, EMP-3S, EMP-3D, EMP-5S, EMP-5D, EMP-6S, EMP-6D, EMP-7S, and EMP-7D). All-terrain vehicle will be provided by DISTRICT for sampling. |                        |
| <b>Coastal/Santa Clara Landfill Total</b>   | <b><u>\$24,600</u></b> |

**Ozena Landfill**

|   |                       |
|---|-----------------------|
| Task 1: Field Sampling  | \$3,000               |
| Groundwater monitoring activities will be conducted at three designated wells (OZ-1, OZ-2, and OZ-3). |                       |
| <b>Ozena Landfill Total</b>   | <b><u>\$3,000</u></b> |

**Tierra Rejada Landfill**

|   |                       |
|---|-----------------------|
| Task 1: Field Sampling  | \$5,700               |
| Groundwater monitoring activities will be conducted at three designated wells (MW-1, MW-12, and MW-13) with water levels measured at three piezometers (P-1, P-2, and P-3). |                       |
| <b>Tierra Rejada Landfill Total</b>   | <b><u>\$5,700</u></b> |

**Toland Road Landfill**

|  |                        |
|--|------------------------|
| Task 1: Field Sampling   | \$11,200               |
| Groundwater monitoring activities will be conducted at six designated wells (TMW-1, TMW-2, TMW-3, TMW-4, TMW-5, and OWTS-1). Cost also includes leachate sampling to be conducted in October 2018. |                        |
| <b>Toland Road Landfill Total</b>  | <b><u>\$11,200</u></b> |
| <b>Task 1 Subtotal</b>   | <b><u>\$53,900</u></b> |

Task 2: Contingency Retest Sampling \$8,800

**PROJECT TOTAL\*** **\$62,700**

\* The above estimates reflect Consultant's best judgment and may vary depending on site conditions and other factors beyond our control. Consultant will not exceed this estimate without express authorization from the VRSD. This cost estimate is subject to modification, pursuant to Agreement Article 18, after 60 days from the date of this letter. Parties agree and understand that this cost estimate does not include costs for disposal of groundwater, and cleaning fluids, or personal protective equipment, if required, other than standard Level D equipment such as boots, gloves, and eye protection.

### III. RATE SHEET

#### A. Personnel Charges

| <u>Professional</u>      | <u>Rate Per Hour</u> |
|--------------------------|----------------------|
| Principal                | \$155                |
| Senior/Project Geologist | \$140                |
| Field Technician         | \$105                |

Deposition and expert witness testimony, including preparation time, will be charged at 150% of the above rates. Travel time will be charged in accordance with the above rates, up to a maximum of eight hours per day.

#### B. Direct Charges

|                                 |                           |
|---------------------------------|---------------------------|
| Auto or pick-up truck, per mile | \$0.85                    |
| Copying, per sheet              | \$0.25                    |
| Faxes, per page                 | \$1.75                    |
| Chargeable equipment            | Per supplemental schedule |

#### C. Outside Services

Charges for outside services, equipment. And facilities not furnished directly by CONSULTANT will be billed at cost plus 10 percent. Such charges may include, but not be limited to, the following services:

- Printing and photographic reproduction
- Rental and operation of drilling/sampling equipment
- Laboratory services
- Rented vehicles
- Rented field equipment
- Shipping charges
- Sub-consultants
- Special fees, permits, insurance, etc.
- Consumable materials

Travel expenses are not subject to the 10 percent markup.

#### D. RATE CHANGES

Schedule of Charges and Chargeable Equipment Rates are subject to change in accordance with Article 18 of the Agreement.

#### E. PAYMENT

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at the rate of 1.5% per month.



**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-014**

**AGREEMENT FOR  
STORM WATER MANAGEMENT SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
DRAGOMIR DESIGN-BUILD, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and DRAGOMIR DESIGN-BUILD, INC., a California corporation licensed to do business in the State of California (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing storm water management services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide storm water management services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide storm water management services at the Toland Road Municipal Solid Waste Landfill.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide storm water management services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual modification, renewal, or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for storm water management services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor.

DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed Two Hundred Eighteen Thousand Two Hundred Forty dollars (\$218,240.00) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for storm water management services without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each person performing work, date and brief description of the work performed, number of hours worked, and



labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

E. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONSULTANTS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a XX percent administrative fee.

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: DRAGOMIR DESIGN-BUILD, INC.  
3514 El Camino Real  
Atascadero CA 93422

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
4105 West Gonzales Road  
Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

DRAGOMIR DESIGN-BUILD, INC.

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
CHRIS DRAGOMIR  
Principal

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

**EXHIBIT A**

**STATEMENT OF WORK & RATE SHEET  
DRAGOMIR DESIGN-BUILD, INC.**

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT’S delivery of stormwater management engineering design and consulting services to DISTRICT.

**L. Scope of Work**

The scope of work includes the following three (3) tasks to be performed by CONSULTANT:

1. FY2024-25 Engineering Support for Site Operations
2. 2024 Annual SPCC and Stormwater Employee Training and Certification
3. Operations Fill Optimization Training and Procedure Writeup

Following are details and associated costs for the above tasks:

**Task 1 – FY2024-25 Engineering Support for Site Operations: Total not to exceed \$188,740**

1. CONSULTANT will provide engineering support services for District landfill site operations as-needed and as directed by DISTRICT, so long as the stormwater work remains similar to previous years’ efforts, per the following fee schedule per landfill site:
  - a. Toland-Drainage/Grading and Fill Engineering Support – \$121,100
  - b. Bailard-Engineering Support – \$13,800
  - c. Coastal-Landfill Engineering Support – \$13,800
  - d. Tierra Rejada-Engineering Support – \$11,040
  - e. Toland-Stormwater Quality Engineering Support – \$29,000

**Task 2 – Annual Spill Prevention, Control and Countermeasure Plan (SPCC)/ Stormwater Pollution Prevention Plan (SWPPP) Employee Training & Certification: Total Lump Sum \$4,500**

- a. CONSULTANT will provide, for a total Lump Sum of \$4,500, two (2) in-person training sessions of 60 minutes each, consisting of approximately 30 minutes of SPCC Training and 30 minutes of Stormwater Management Training, and a Power Point or similar presentation covering the requirements set forth in the latest site-specific Spill Prevention, Control and Countermeasure Plan, and the latest Stormwater Pollution Prevention Plan (“SWPPP”).

**Task 3 – Operations Fill Optimization Training and Procedure Writeup: Total Lump Sum \$25,000**

1. CONSULTANT will, for a total Lump Sum of \$25,000, obtain Toland landfill
- Contract No. 24-014 Page 9

operation manager’s observation notes based on competitive and effective industry standards for best landfill and compaction practices, and will then create operations training, policy, and procedures notes for future optimized Airspace Utilization Factor AUF training

| <b>Task Number</b>  | <b>Task Description</b>  | <b>Unit*</b> | <b>Qty</b> | <b>Budget</b> | <b>Total</b>     |
|---------------------|--|--------------|------------|---------------|------------------|
| <b>1</b>            | <b>FY2024-25 Engineering Support for Site Operations</b>                       |              |            |               |                  |
| 1.1                 | Toland-Drainage/Grading and Fill   | LS           | 1          | \$121,100     | \$121,000        |
| 1.2                 | Bailard-Engineering Support  | LS           | 1          | \$ 13,800     | \$ 13,800        |
| 1.3                 | Coastal-Landfill Engineering Support   | LS           | 1          | \$ 13,800     | \$ 13,800        |
| 1.4                 | Tierra Rejada-Engineering Support  | LS           | 1          | \$ 11,040     | \$ 11,040        |
| 1.5                 | Toland-Stormwater Quality Eng Support  | LS           | 1          | \$ 29,000     | \$29,000         |
| <b>Subtotal</b>     |  |              |            |               | <b>\$188,740</b> |
| <b>2</b>            | <b>Annual SPCC/SWPP Employee Training &amp; Certification</b>                  |              |            |               |                  |
| 2.1                 | SPCC & SWPP Training   | LS           | 1          | \$ 4,500      | \$ 4,500         |
| <b>Subtotal</b>     |  |              |            |               | <b>\$ 4,500</b>  |
| <b>3</b>            | <b>Toland Operations Fill Optimization Training and Procedures</b>             |              |            |               |                  |
| 3.1                 | Create operations training, policy, and procedure nots for future AUF training | LS           | 1          | \$ 25,000     | \$ 25,000        |
| <b>Subtotal</b>     |  |              |            |               | <b>\$ 25,000</b> |
| <b>TOTAL BUDGET</b> |  |              |            |               | <b>\$218,240</b> |
| *LS: Lump Sum       |  |              |            |               |                  |

**II. Consultant Rates(\$/Hour)**

CONSULTANT shall bill the DISTRICT for work performed under this Agreement at the following rates:

**Professional**

|   |          |
|---|----------|
| Engineering Intern .....                      | \$53.00  |
| Technical Writer .....                        | \$105.00 |
| Designer/CAD Operator .....                   | \$121.00 |
| Engineer I.....                               | \$126.00 |
| Engineer II .....                             | \$131.00 |
| Engineer III/Senior Designer .....            | \$142.00 |
| Senior Engineer.....                          | \$147.00 |
| Project Engineer/Project Coordinator.....     | \$158.00 |
| Project Manager/Sr. Project Coordinator ..... | \$194.00 |
| Senior Project Manager .....                  | \$215.00 |
| Principal .....                               | \$242.00 |
| Expert Witness Testimony* .....               | \$473.00 |

**Administrative**

|  |          |
|--|----------|
| Project Assistant/Administrative Support ..... | \$68.00  |
| Senior Project Assistant.....                  | \$79.00  |
| Graphic Designer/Research .....                | \$116.00 |

\*If CONSULTANT is called upon or compelled to provide expert support for pre-litigation, litigation, or other proceedings, provide depositions, or respond to subpoenas in any way whatsoever related to the work CONSULTANT has completed on a client’s behalf, the client shall pay CONSULTANT for the required time in accordance with the hourly rates and fees specified in this Fee Schedule at a four-hour minimum. CONSULTANT shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

NOTE: All CONSULTANT rates are effective through June 30, 2025. There will be a negotiation increase in CONSULTANT rates, 5% minimum per year, for contracts extending beyond June 30, 2025.



**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-005**

**AGREEMENT FOR  
LABORATORY ANALYSIS SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
FGL ENVIRONMENTAL, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and FGL ENVIRONMENTAL, INC., a California Corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a CONTRACTOR who has specialized knowledge and experience in providing laboratory analysis services in support of its water, wastewater, and solid waste operations of the DISTRICT.

B. CONTRACTOR represents that it has the expertise and experience to provide laboratory analysis services to the DISTRICT.

C. DISTRICT has selected CONTRACTOR, based upon the above representations and in conformance with the DISTRICT’s Purchasing Resolution No. 89-13, to provide laboratory analysis services to the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONTRACTOR shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONTRACTOR owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONTRACTOR’S ability, to promote and protect the best interests of the DISTRICT.

D. CONTRACTOR shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, CONTRACTOR or employee, or provide laboratory analysis services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONTRACTOR's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for laboratory analysis services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

**ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work

so the result will be satisfactory to the DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONTRACTOR, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

**ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONTRACTOR agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONTRACTOR under this Agreement, or any information made available to CONTRACTOR by DISTRICT, shall be revealed, disseminated or made available by CONTRACTOR to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONTRACTOR during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONTRACTOR shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONTRACTOR shall be the property of the DISTRICT and under the ownership of the DISTRICT.

**ARTICLE 5: PAYMENT TO CONTRACTOR**

A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed Five Thousand Three Hundred Five dollars

(\$5,305) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for laboratory analysis services without a mutually acceptable, written amendment hereto.

**ARTICLE 6: TERMINATION OF CONTRACT**

CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR’s services at any time with or without cause, regardless of whether CONTRACTOR’s services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONTRACTOR shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONTRACTOR’s total compensation beyond the maximum stated in Article 5.

**ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR’s negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

**ARTICLE 8: INSURANCE**

CONTRACTOR shall provide and keep in effect during the term of this Agreement insurance as

Follows:

- A. Workers’ Compensation and Employer’s Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR’s insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days’ prior written notice having been given DISTRICT at its address set forth in this Agreement.

**ARTICLE 9: SUBCONTRACTORS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONTRACTOR to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

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

## **ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

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If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

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## **ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

## **ARTICLE 15: COMPLIANCE WITH LAWS**

CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

## **ARTICLE 16: FORCE MAJEURE**

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control of CONTRACTOR or DISTRICT.

**ARTICLE 17: DISPUTE RESOLUTION**

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

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To CONTRACTOR: Glenn Olsen  
FGL ENVIRONMENTALFGL ENVIRONMENTAL, INC.  
853 Corporation Street  
Santa Paula, CA 93060

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
4105 West Gonzales Road  
Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

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

VENTURA REGIONAL  
SANITATION DISTRICT

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

FGL ENVIRONMENTAL, INC

By \_\_\_\_\_  
GLENN OLSEN  
Marketing Director

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK

This Statement of Work details the tasks to be performed by CONTRACTOR for the DISTRICT under Ventura Regional Sanitation District Contract No. 24-005. CONTRACTOR shall:

1. Use test methods that are based on regulatory matrix monitoring/reporting requirements (e.g., 40 CFR Part 136 & 141; SW 846, Title 22 CCR). Methods used shall conform to reporting and accreditation conditions of the California Environmental Laboratory Accreditation Program (Title 22, CCR, Division 4, Chapter 19, Article 6 *Required Test Methods*).
2. Maintain State of California, Environmental Laboratory Accreditation Program certification throughout term of contract. FGL Environmental currently operates under certificate no. 1573.
3. Perform work as directed within the *FGL Quality Manual*, approved in its most recent revision.
4. Supply lab method standard Quality Control (QC) level reports.
5. Provide routine flag notations in result reporting.
6. Provide courier service which will include issuance of laboratory specific sample bottles of known quality, transport coolers and appropriate packing materials.
7. Specify that courier receipt of samples places short holding time responsibility to CONTRACTOR, provided the scheduled courier pickup was pre-notified/pre-scheduled with proper identification of test methods, sample dates/times on the chain-of custody.
8. Report to DISTRICT as to the sample acceptability upon the laboratory determination of exception within 2 hours of receipt.
9. Specify that base responsibility for re-analysis costs will be based on Quality Control procedures, the analytical request, holding time, breakage/loss, and reasonable and appropriate costs on a case-by-case basis as mutually agreed upon.
10. Provide additional analytical raw data at no additional cost if deemed necessary, on an infrequent basis, for project or analytical troubleshooting of results.
11. Include a Laboratory Project Manager as the primary contact for multiple DISTRICT monitoring projects.
12. Utilize Turn Around Times (TATs) as the period from date of receipt and sample acceptance (after resolution of any Chain of Custody discrepancies or questions), to submitted reportables (transmitted by email, electronic file or hardcopy).
13. Ensure that normal turnaround times are 10 days and a maximum of 15 business days. If a 15-day TAT is **not achieved**, a 1% penalty per working day will apply up to a maximum of 5% of the invoice value for methods performed by CONTRACTOR. Penalty charges will automatically apply as a discount to invoices if the 15-day maximum TAT is **not achieved**.
14. Submit hardcopy Drinking Water reports, when applicable, as printouts from (Write-On) which conveys successful Department of Public Health transmittals (electronic data transmittals, or EDTs) by SUPPLIER.
15. Complete and payable hardcopy/with electronic invoices are payable with web available pdf/xls monitoring data deliverables.
16. Forward all final data as Electronic Data Deliverables (EDDs). A complete reporting deliverable to the DISTRICT will include 1 Excel file (csv/xls) and 1 Adobe (pdf) containing supplier LIMS information. If required to subcontract, laboratories will provide CONTRACTOR with a compatible EDD format for forwarding as a deliverable to the DISTRICT.
17. Ensure sub-contracting laboratories are audited/qualified to report on specific method results under the Department of Public Health – Environmental Laboratory Accreditation Program.
18. Provide internet access to project status/data for multiple-users from the DISTRICT – probable exemptions would be sub-contract lab submittals (pdf only).



**EXHIBIT B - SCHEDULE OF RATES**

| <b>Constituent</b>                             | <b>Analytical Method</b> | <b>Price Per Sample (\$)</b> |
|--|--------------------------|------------------------------|
| <b>Routine Analyses</b>                        |                          |                              |
| Biochemical Oxygen Demand (BOD5)               | SM5210B                  | 39.00                        |
| Total Suspended Solids (TSS)                   | SM2540D                  | 24.00                        |
| Settleable Solids (SS)                         | SM2540F                  | 22.00                        |
| pH   | SM4500-H B               | 20.00                        |
| Chloride (Cl)                                  | EPA 300.0                | 24.00                        |
| Nitrate (NO3 or NO3-N)                         | EPA 300.0/SM4500         | 24.00                        |
| Nitrite (NO2 or NO2-N)                         | EPA 300.0/SM4500         | 24.00                        |
| Organic Nitrogen (TKN - NH3-N)                 | SM4500-NHorg             | 64.00                        |
| Ammonia (NH3-N) - included in Organic Nitrogen | SM4500-NH3 H             | 32.00                        |
| Sulfate (SO4)                                  | EPA 300.0                | 24.00                        |
| MBAS (Surfactants)                             | SM5540C                  | 48.00                        |
| Metals - Sample Prep (Wastewater / Solids)     | EPA 3010A                | 20.00                        |
| Individual Metals Including: B;Ca;Mg;Na        | EPA 200.7/EPA 200.8      | 22.00                        |
| Total Solids (TS) (Percent Moisture)           | SM2540B                  | 24.00                        |
| Electrical Conductivity (EC)                   | SM2510B                  | 25.00Feng                    |

| <b>Constituent</b>                         | <b>Analytical Method</b> | <b>Price Per Sample (\$)</b> |
|--|--------------------------|------------------------------|
| <b>Bacteriology</b>                        |                          |                              |
| Total & Fecal Coliform - LTB-MTF - 10 tube | SM9221B,E                | 32.00                        |
| Total & Fecal Coliform - LTB-MTF - 15 tube | SM9221B,E                | 34.00                        |
| Total & Fecal Coliform - LTB-MTF - 35 tube | SM9221B,E                | 60.00                        |
| HPC Standard Plate Count                   | SM9215B                  | 34.00                        |
| Enterococcus – Enterolert – QT 2000        | Enterolert SM9230        | 29.00                        |

| <b>Service</b>                                 |  | <b>Price Per Sample (\$)</b> |
|--|--|------------------------------|
| <b>Field Services</b>                          |  |                              |
| Sampling Fee - Weekly Scheduled                |  | 42.00                        |
| Pick-Up Fee (If FGL Does Not Conduct Sampling) |  | 25.00                        |
| Sampling Fee – Saturday (If Needed)            |  | 150.00                       |

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**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-006**

**AGREEMENT FOR  
PORTABLE RESTROOM AND RELATED SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
J.W. ENTERPRISE**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and J.W. ENTERPRISES, a California Corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a CONTRACTOR with knowledge and experience in providing portable restroom and related services to the DISTRICT.

B. CONTRACTOR represents that it has the requisite knowledge and experience to provide portable restroom and related services to the DISTRICT.

C. DISTRICT has selected CONTRACTOR, based upon the above representations and in conformance with the DISTRICT’s Purchasing Resolution No. 89-13, to provide portable restroom and related services to the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONTRACTOR shall provide the services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONTRACTOR owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONTRACTOR’S ability, to promote and protect the best interests of the DISTRICT.

D. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier terminated or modified, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for portable restroom and related services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work

so the result will be satisfactory to the DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONTRACTOR, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

**ARTICLE 4:**

*[intentionally left blank]*

**ARTICLE 5: PAYMENT TO CONTRACTOR**

A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed Twelve Thousand Three Hundred Sixty dollars (\$12,360) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for portable restroom and related services without a mutually acceptable, written amendment hereto.

**ARTICLE 6: TERMINATION OF CONTRACT**

CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR's services at any time with or without cause, regardless of whether CONTRACTOR's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONTRACTOR shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONTRACTOR's total compensation beyond the maximum stated in Article 5.

**ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

**ARTICLE 8: INSURANCE**

CONTRACTOR shall provide and keep in effect during the term of this Agreement insurance as Follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

**ARTICLE 9: SUBCONTRACTORS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONTRACTOR to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This

Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONTRACTOR:        Jamie Wachsmen  
                                  J.W. ENTERPRISES  
                                  1689 Morse Avenue  
                                  Ventura, CA 93003

To DISTRICT:            Finance & Administration  
                                  VENTURA REGIONAL SANITATION DISTRICT  
                                  4105 West Gonzales Road  
                                  Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.



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

VENTURA REGIONAL  
SANITATION DISTRICT

J.W. ENTERPRISES

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
JAMIE WACHSMEN  
Partner

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

**EXHIBIT A**

**STATEMENT OF WORK & RATE SHEET**

CONTRACTOR shall supply to the DISTRICT portable restrooms and related services, twice a week, on a monthly basis, for the entire term of this Agreement at the following specifications and rates:

| <b><u>Item</u></b>     | <b><u>Quantity</u></b> | <b><u>Rate</u></b> | <b><u>Cost</u></b> |
|------------------------|------------------------|--------------------|--------------------|
| Portable Toilet Rental | 3                      | \$147.00           | \$441.00           |
| 2 or 4-Station Sink    | 3                      | \$147.00           | \$441.00           |
| Protective Pans        | 1                      | \$15.00            | \$ 15.00           |
|                        |                        | Total Monthly Fee* | \$897.00           |
|                        |                        | x 12 Months        | \$10,764           |

\*Total Monthly Fee is pre-tax

The above reflects flat-rate service. Contractor acknowledges and agrees that there will be no delivery charge, dump fees or fuel surcharges applied to the services set forth in this Agreement and Statement of Work.

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-015**

**AGREEMENT FOR  
CONSULTING SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
TREVOR LINDSEY**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and TREVOR LINDSEY (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing on-site archaeological and paleontological monitoring and reporting services to the DISTRICT consistent with applicable state law and regulations.

B. CONSULTANT represents that it has the expertise and experience to provide on-site archaeological and paleontological monitoring and reporting services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide the needed archaeological and paleontological monitoring and reporting services to the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide on-site archaeological and paleontological monitoring and reporting services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for on-site archaeological and paleontological monitoring and reporting services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is

intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed Ninety-Five Thousand One Hundred dollars (\$95,100) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for on-site archaeological and paleontological monitoring and reporting services without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each

person performing work, date and brief description of the work performed, number of hours worked, and labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

E. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONSULTANTS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of

DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

#### **ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

#### **ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 13: TERMS**

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

#### **ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

#### **ARTICLE 15: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

#### **ARTICLE 16: FORCE MAJEURE**

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



**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT:      TREVOR LINDSEY  
                                 2121 Rocklyn Street  
                                 Camarillo, CA 93010

To DISTRICT:            Finance & Administration  
                                 VENTURA REGIONAL SANITATION DISTRICT  
                                 4105 West Gonzales Road  
                                 Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

TREVOR LINDSEY

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
TREVOR LINDSEY  
Consultant

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT'S delivery of environmental and historical resources monitoring and consulting services to DISTRICT consistent with Public Resources Code sections 21084.1, 21084.2, and 21084.3 (Historical Resources, Tribal Cultural Resources, and Tribal Cultural Resources, Significant Adverse Impacts, respectively) and title 14, California Code of Regulations, sections 15064.5 (Determining Significance of Impacts to Archeological and Historical Resources), and related guidance documents from the Office of Planning & Resources and other applicable state agencies.

#### **I. Scope of Work**

The scope of work includes the following tasks to be performed by CONSULTANT:

1. Paleontological Monitoring, and related travel, for the Phase 4C construction project at Toland Road Landfill.
2. Collection, preparation, curation of fossil resources associated with Phase 4C construction project at Toland Road Landfill.
3. Annual Final Report

Following are details and associated costs for the above tasks:

#### **Task 1 – Name/Description: Total not to exceed \$78,000**

1. CONSULTANT will provide daily on site monitoring for paleontological resources when grading is in undisturbed native soils. Hourly rate:\$105.00
2. CONSULTANT will provide these services as-needed, as directed by DISTRICT, on a time and materials (T&M) basis per the fee schedule in this Exhibit A

#### **Task 2 – Name/Description: Total not to exceed \$15,000**

1. CONSULTANT will provide collection and initial preparation of specimens collected. Hourly rate:\$105.00
2. CONSULTANT will provide research and facilitate curation of fossil specimens.
3. CONSULTANT will provide these services as-needed, as directed by DISTRICT, on a time and materials (T&M) basis per the fee schedule in this Exhibit A.

#### **Task 3 – Name/Description: Total not to exceed \$2,100**

1. CONSULTANT will provide annual reports of work and specimen data.
2. CONSULTANT will provide museum accession paperwork. Hourly rate \$105.00

| <b>Task Number</b>                                  | <b>Task Description</b>        | <b>Unit*</b> | <b>Qty</b> | <b>Not to Exceed Fee/ Budget</b> | <b>Total</b>    |
|---|--------------------------------|--------------|------------|----------------------------------|-----------------|
| <b>1</b>  | <b>Paleo Monitoring/Travel</b> | T&M          | 742        |                                  | 78,000          |
|   |                                |              |            |                                  |                 |
| <b>Subtotal</b>                                     |                                |              |            |                                  | <b>\$78,000</b> |
| <b>2</b>  | <b>Name/Description</b>        |              |            |                                  |                 |
| 2.1   | Preparation/ Research          | T&M          | 150        | \$15,000                         | \$15,000        |
|   |                                |              |            |                                  |                 |
| <b>Subtotal</b>                                     |                                |              |            |                                  | <b>\$15,000</b> |
| <b>3</b>  | <b>Name/Description</b>        |              |            |                                  |                 |
| 3.1   | Report / Curation              | T&M          | 20         | \$2,100                          | \$2,100         |
|   |                                |              |            |                                  |                 |
| <b>Subtotal</b>                                     |                                |              |            |                                  | <b>\$2,100</b>  |
| <b>* LS: Lump Sum / T&amp;M: Time and Materials</b> |                                |              |            |                                  | <b>\$95,100</b> |
| <b>TOTAL NOT TO EXCEED FEE/BUDGET</b>               |                                |              |            |                                  |                 |

Note: Lump Sum amount proposals should be limited to straight forward tasks that provide specific and measurable deliverable products not to exceed \$15,000.

**II. Consultant Rates (\$/Hour)**

CONSULTANT shall bill the DISTRICT for work performed under this Agreement at the following rates:

Staff Professional I..... \$105.00

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-007**

**AGREEMENT FOR  
GEOLOGIC MAPPING, EVALUATION, REPORTING,  
CONSULTING, AND SUPPORT SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
OAKRIDGE GEOSCIENCE, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and OAKRIDGE GEOSCIENCE, INC., a California Corporation (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing geological mapping, evaluation, reporting, consulting, and support services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide geological mapping, evaluation, reporting, consulting, and support services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide specialized geologic mapping, evaluation, reporting, consulting, and support services to the DISTRICT

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide geological mapping, evaluation, reporting, consulting, and support services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual modification, renewal, or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for geological mapping, evaluation, reporting, consulting, and support services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is

intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed Twenty-Five Thousand dollars (\$25,000) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for geological mapping, evaluation, reporting, consulting, and support services without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each



person performing work, date and brief description of the work performed, number of hours worked, and labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

E. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

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A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.

B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

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A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of

DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a 15 percent administrative fee.

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

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No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

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CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

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**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT:       Lori Prentice, President  
                                  Oakridge Geoscience, Inc.  
                                  10318 Christopher Drive  
                                  Conifer, CO 80433

To DISTRICT:            Finance & Administration  
                                  VENTURA REGIONAL SANITATION DISTRICT  
                                  4105 West Gonzales Road  
                                  Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

OAKRIDGE GEOSCIENCE, INC.

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
LORI PRENTICE  
President

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT'S delivery of geologic mapping, evaluation, reporting, consulting, and support services to the DISTRICT.

#### **I. Scope of Work**

The scope of work includes the following tasks to be performed by CONSULTANT:

1. Quarterly Monitoring – Toland Road Landfill
2. Geologic Mapping, Evaluation, and Support Services

Following are details and associated costs for the above tasks:

#### **Task 1 – Quarterly Monitoring – Toland Road Landfill: Total Cost not to exceed \$15,000**

1. CONSULTANT will provide a summary of geologic observations of site conditions, summary of quarterly events that occurred based on data provided by VRSD, summaries of gas monitoring data provided by VRSD, and site photos in a quarterly report.
2. CONSULTANT will provide these services as-needed, as directed by DISTRICT, on a time and materials (T&M) basis per the fee schedule in this Exhibit A.

#### **Task 2 – Geologic Mapping, Evaluation, and Support Services: Total Cost not to exceed \$10,000**

1. CONSULTANT will provide geologic mapping, geologic evaluations, and geologic support services as requested by the District. Provided services will be documented in project reports or memorandums.
2. CONSULTANT will provide these services as-needed, as directed by DISTRICT, on a time and materials (T&M) basis per the fee schedule in this Exhibit A.

**FEE SCHEDULE  
OAKRIDGE GEOSCIENCE, INC.**

| Task Number                           | Task Description  | Unit* | Not-to-Exceed Total |
|---------------------------------------|---|-------|---------------------|
| <b>1</b>                              | <b>Quarterly Monitoring (Four Events Annually)</b>  |       |                     |
| 1.1                                   | Quarterly geologic site observations, summary of gas and quarterly events provided by VRSD, reporting | T&M   | \$15,000            |
| <b>Subtotal</b>                       |   |       | <b>\$15,000</b>     |
| <b>2</b>                              | <b>Geologic Mapping, Evaluation, and Support Services</b>   |       |                     |
| 2.1                                   | Geologic mapping, geologic evaluations, and geologic support services as requested by the District    | T&M   | \$10,000            |
| <b>Subtotal</b>                       |   |       | <b>\$10,000</b>     |
| <b>TOTAL NOT TO EXCEED FEE/BUDGET</b> |   |       | <b>\$25,000</b>     |

\* LS: Lump Sum / T&M: Time and Materials

Note: Lump Sum amount proposals are limited to straight forward tasks that provide specific and measurable deliverable products not to exceed \$15,000.

**II. Consultant Rates (\$/Hour)**

CONSULTANT shall bill the DISTRICT for work performed under this Agreement at the following rates:

Registered Geologist.....\$165  
Principal Geologist .....\$185

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-008**

**AGREEMENT FOR  
TEMPORARY STAFFING SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
PIRATE STAFFING, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and PIRATE STAFFING, INC., a California Corporation (“SUPPLIER”). Together, DISTRICT and SUPPLIER shall be referred to herein as Parties.

**RECITALS**

- A. DISTRICT requires temporary staffing and labor services at its water, wastewater, and solid waste facilities and projects on an as-needed basis.
- B. On August 16, 2018, subsequent to a formal bidding process in accordance with DISTRICT Purchasing Resolution No. 89-13, DISTRICT and SUPPLIER entered into VRSD Contract No. 18-013 (“Agreement”), wherein SUPPLIER agreed to provide temporary staffing services to DISTRICT.
- C. SUPPLIER represents that it possesses the requisite knowledge and experience to provide the temporary staffing services needed by the DISTRICT and is willing to continue to contract with DISTRICT to supply such services.
- D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. SUPPLIER shall provide the temporary, as-needed staffing and labor services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. SUPPLIER shall use its best professional efforts and best industry practices in providing temporary staffing services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that SUPPLIER owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of SUPPLIER’S ability, to promote and protect the best interests of the DISTRICT.



D. SUPPLIER shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, SUPPLIER shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of renewing or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be renewed or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for temporary staffing services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the SUPPLIER shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding SUPPLIER's Charges for such Services and associated Deliverables. In these situations, District agrees to pay SUPPLIER for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. SUPPLIER expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT SUPPLIER RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended or created by this Agreement and that the relationship of SUPPLIER to DISTRICT is that of an independent supplier/contractor of temporary, as-needed staffing and labor services. Pursuant to this Agreement, DISTRICT is not and shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to SUPPLIER

B. SUPPLIER is solely responsible for selecting the means, methods and procedures for performing  
Contract No. 24-008

its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. SUPPLIER will supply all tools and instrumentalities required to perform its services under this Agreement.

C. SUPPLIER, pursuant to this Agreement, is rendering temporary, as-needed staffing and labor services only and any payments made to it are compensation solely for such services as it may render.

**ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

*Intentionally left blank*

**ARTICLE 5: PAYMENT TO SUPPLIER**

A. In consideration of SUPPLIER's performance of services as described herein, DISTRICT shall pay SUPPLIER fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, SUPPLIER shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve SUPPLIER's invoice for accuracy and agree with SUPPLIER on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay SUPPLIER for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with SUPPLIER on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to SUPPLIER for SUPPLIER's services described herein shall not exceed \$15,450 for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for temporary staffing and labor services without a mutually acceptable, written amendment hereto.

**ARTICLE 6: TERMINATION OF CONTRACT**

SUPPLIER specifically acknowledges and agrees that DISTRICT may terminate SUPPLIER's services at any time with or without cause, regardless of whether SUPPLIER's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, SUPPLIER shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase SUPPLIER's total compensation beyond the maximum stated in Article 5.

**ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

SUPPLIER agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with SUPPLIER's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of SUPPLIER, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

**ARTICLE 8: INSURANCE**

SUPPLIER shall provide and keep in effect during the term of this Agreement insurance as follows:

Contract No. 24-008

A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.

B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

SUPPLIER shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and SUPPLIER's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBSUPPLIERS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by SUPPLIER to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

#### **ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of SUPPLIER shall operate as a waiver of the default, of any subsequent or other default by SUPPLIER, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

#### **ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 13: TERMS**

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

#### **ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

#### **ARTICLE 15: COMPLIANCE WITH LAWS**

SUPPLIER shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to SUPPLIER's work, the safety of the persons or property involved, and their protection from damage or injury. SUPPLIER shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by SUPPLIER with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To SUPPLIER: Administration  
PIRATE STAFFING, INC.  
3475 Saviers Road  
Oxnard, CA 93033

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
4105 West Gonzales Road  
Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

PIRATE STAFFING, INC.

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
RICHARD ABRAHAM  
District Manager

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following summarizes the work statement/scope of work to be performed by SUPPLIER in connection with SUPPLIER's delivery of temporary staffing services to DISTRICT.

#### **I. SCOPE OF WORK**

SUPPLIER to provide general maintenance and cleanup laborers for field operations at our active and closed landfills, as well as at a variety of water/wastewater facilities around Ventura County. The location of the principal facilities are shown below. Work being completed for the water/wastewater division will start at the yard at the Bailard Landfill, but laborers may be transported by DISTRICT staff to different locations.

1. Toland Road Landfill  
3500 Toland Road  
Santa Paula, CA 93060
2. Bailard Landfill  
4105 West Gonzales Road  
Oxnard, CA 93036
3. Tierra Rejada Landfill  
Simi Valley, CA

#### **II. GENERAL REQUIREMENTS/DIRECTIONS**

1. Supplier shall ensure that all temporary staff assigned to and arriving at District jobsite are wearing clean jeans/pants and work shirt, as well as personal protective equipment (PPE) consisting of an Cal OSHA-compliant safety helmet, and steel-toed boots.
2. The SUPPLIER is responsible for providing this PPE to its employees.
3. Safety vest and gloves, as well as any job-specific PPE or tools, if any, will be provided by the DISTRICT. This District supplied PPE must be returned to DISTRICT supervisors at the end of each workday.
4. Supplier shall instruct its Laborers to arrive at one of the four (4) District jobsite locations shown in Section I above, as indicated / requested by DISTRICT staff. DISTRICT jobsite supervisors will provide general direction and temporary job assignments for that particular day. Supplier acknowledges and agrees that its Laborers may be transported to other water/wastewater facilities or jobsites by DISTRICT personnel on an as-needed basis.
5. Workdays typically begin at 7am and daily duties should be completed within an 8-hour period. Overtime hours may be required and will be discussed with SUPPLIER, as needed.
6. All laborers supplied by Supplier to District for temporary work shall only be paid by SUPPLIER per the updated Prevailing Wage Determinations as established by the Department of Industrial Relations (DIR).



7. Supplier Billing to District shall be on a monthly basis by invoice, broken down by location and type of services (landfill vs. water/wastewater).
8. Total hours worked by any individual temporary staff person /laborer may not exceed 1000 hours per contract year.
9. SUPPLIER shall produce a table summarizing total cumulative hours worked by each one of its laborers assigned to this Agreement as part of each monthly invoice to the District.
10. Length of assignments and duties required by this Agreement will vary as determined by District staff and District needs. DISTRICT may need general laborers at the landfills for anywhere between 1 to 10 workdays. Assignments at water/wastewater facilities may be longer in duration.

### III. TYPES OF TEMPORARY LABORER WORK

Landfill Laborer performs as-needed work or projects at the Toland Road Landfill and at the DISTRICT's closed landfills.

Landfill laborer work includes, but is not limited to, the following: general cleanup of the site, pickup of wind-blown litter, line trimming of vegetation, maintenance of storm water best management practices (BMPs) (includes, but is not limited to, setting and removing sand bags, excavation and removal of accumulated soil, placing erosion control material on slopes), manual compaction of soil in limited access areas, and setting of fence posts, and other landfill activities as may be directed by DISTRICT supervisors on an as-needed basis.

Water/Wastewater Laborer performs a variety of tasks associated with water/wastewater facilities including, but not limited to, custodial, grounds-keeping, and building maintenance. This typically involves sweeping and cleanup of buildings, roadways, and equipment; cleaning and picking up litter around plant facilities; brush clearing, weeding, and basic landscape maintenance; and cleaning, washing, and fueling of vehicles.

### IV. RATE SHEET

| Hourly Rate              |               |
|--------------------------|---------------|
| Landfill Laborer         | \$48.02*      |
| Water/Wastewater Laborer | \$48.02*      |
|                          | <b>Total:</b> |

\* - Hourly Rates are based on 2024 Prevailing Wage Determinations by the California Department of Industrial Relations.

**Quantities of hours are for estimate only and not a District guarantee of work volume for the Supplier.**

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-009**

**AGREEMENT FOR  
JANITORIAL SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
RELIANCE CLEANING SERVICE**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and RELIANCE CLEANING SERVICE, a California Corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a CONTRACTOR who has the requisite knowledge and experience in providing janitorial services to the DISTRICT.

B. CONTRACTOR represents that it has the requisite knowledge and experience to provide janitorial services to the DISTRICT.

C. DISTRICT has selected CONTRACTOR, based upon the above representations and in conformance with the DISTRICT’s Purchasing Resolution No. 89-13, to provide the janitorial services to the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONTRACTOR shall provide the janitorial services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts and best industry practices in providing janitorial services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONTRACTOR owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONTRACTOR’S ability, to promote and protect the best interests of the DISTRICT.

D. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual modification, renewal, or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for janitorial services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work

so the result will be satisfactory to the DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONTRACTOR, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

**ARTICLE 4:**

*[intentionally left blank]*

**ARTICLE 5: PAYMENT TO CONTRACTOR**

A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed Eighteen Thousand Two Hundred Forty dollars (\$18,240) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for janitorial services without a mutually acceptable, written amendment hereto.

**ARTICLE 6: TERMINATION OF CONTRACT**

CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR's services at any time with or without cause, regardless of whether CONTRACTOR's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONTRACTOR shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONTRACTOR's total compensation beyond the maximum stated in Article 5.

**ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

## **ARTICLE 8: INSURANCE**

CONTRACTOR shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

## **ARTICLE 9: SUBCONTRACTORS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONTRACTOR to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

## **ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

## **ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

## **ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

## **ARTICLE 13: TERMS**

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

## **ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The

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

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONTRACTOR:      Juan J. Vargas Lara  
                                 RELIANCE CLEANING SERVICE  
                                 P.O. BOX 1027  
                                 Santa Paula, CA 93061

To DISTRICT:            Finance & Administration  
                                 VENTURA REGIONAL SANITATION DISTRICT  
                                 4105 West Gonzales Road  
                                 Oxnard, CA 93036-2748

or to such other address as either Party may designate hereinafter in writing delivered to the other Party.  
Contract No. 24-009

All notices shall be deemed to have been received three (3) days after mailing.

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

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

VENTURA REGIONAL  
SANITATION DISTRICT

RELIANCE CLEANING SERVICE

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
JUAN J. VARGAS LARA  
Partner

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

**EXHIBIT A**

**STATEMENT OF WORK & RATE SHEET**

1. CONTRACTOR shall supply janitorial services to DISTRICT at the following locations:

|  |  |
|--|--|
| Toland Road Landfill<br>3500 Toland Rd.<br>Santa Paula, CA 93060 | Bailard Landfill<br>4105 W. Gonzales Rd.<br>Oxnard, CA 93036 |
|--|--|

2. CONTRACTOR shall supply janitorial services to DISTRICT on days mutually agreed upon by CONTRACTOR and DISTRICT personnel at each of the above-described locations as follows:

|                                      |                                 |
|--------------------------------------|---------------------------------|
| Toland Road Landfill<br>Twice weekly | Bailard Landfill<br>Once weekly |
|--------------------------------------|---------------------------------|

3. CONTRACTOR shall perform the following services at each of the above locations:

A. General Cleaning

- a) Empty wastebaskets and recycle bins
- b) Dust all horizontal surfaces and telephones
- c) Spot clean desktops and file cabinets
- d) Dust mop hard floors
- e) Vacuum all carpeted areas
- f) Spot damp mop hard floors
- g) Spot clean carpets
- h) Sanitize telephones, door handles, light switches, and electrical plates
- i) Dust and wipe window sills (inside and out)

B. Restrooms

- a) Clean and sanitize all fixtures and door handles
- b) Clean all glass and mirrors and walls
- c) Restock all paper supplies
- d) Sweep, mop, and sanitize floors

4. DISTRICT shall pay CONTRACTOR the following monthly rates for the above-described janitorial services:

|                         |                  |
|-------------------------|------------------|
| Toland Road Landfill    | \$ 745.00        |
| <u>Bailard Landfill</u> | <u>\$ 775.00</u> |
| TOTAL                   | \$1,520.00       |

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO 24-016**

**AGREEMENT FOR  
CONSULTING SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
RES ENVIRONMENTAL, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and RES ENVIRONMENTAL, INC., a California Corporation (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing required surface emissions monitoring for DISTRICT’s Toland Road, Coastal, and Bailard Landfills and for the City of Oxnard’s Santa Clara Landfill, which is managed by the DISTRICT pursuant to a separate contract with the City of Oxnard.

B. CONSULTANT represents that it has the expertise and experience to provide such specialized surface emissions monitoring services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide the needed surface emissions monitoring services to the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the surface emissions monitoring services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing the surface emissions monitoring services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, CONSULTANT or employee, or provide the surface emissions monitoring services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029.

B. This Agreement may be modified or extended by mutual agreement of the Parties. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD") may prepare a modification or an extension in a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for the surface emissions monitoring services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the CONSULTANT shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding CONSULTANT's Charges for such Services and associated Deliverables. In these situations, District agrees to pay CONSULTANT for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. CONSULTANT expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent CONSULTANT. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for

performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed Forty Thousand dollars (\$40,000.00) without a mutually acceptable, written amendment hereto.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not

increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

**ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

**ARTICLE 8: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

**ARTICLE 9: SUBCONSULTANTS**

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

### **ARTICLE 13: TERMS**

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

### **ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

### **ARTICLE 15: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

### **ARTICLE 16: FORCE MAJEURE**

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

### **ARTICLE 17: DISPUTE RESOLUTION**

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

### **ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

### **ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Rick Roberts, President  
RES ENVIRONMENTAL, INC.  
PO Box 748  
Colton, CA 92324-3915

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
4105 West Gonzales Road  
Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --



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

VENTURA REGIONAL  
SANITATION DISTRICT

RES ENVIRONMENTAL, INC.

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

By \_\_\_\_\_  
RICK ROBERTS  
President

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT'S delivery of environmental monitoring consulting services to DISTRICT.

#### **I. Scope of Work**

The scope of work includes the following tasks to be performed by CONSULTANT:

1. SURFACE EMISSION MONITORING AT SANTA CLARA LANDFILL
2. SURFACE EMISSION MONITORING COASTAL LANDFILL
3. SURFACE EMISSION MONITORING AT BAILARD LANDFILL
4. SURFACE EMISSION MONITORING AT TOLAND ROAD LANDFILL

Following are details and associated costs for the above tasks:

#### **Task 1 – SANTA CLARA SURFACE MONITORING: Total not to exceed \$8,509.00**

1. CONSULTANT will provide Instantaneous Surface Monitoring once per year per the compliance plan.
2. CONSULTANT will provide Integrated Surface Sampling once per year per the compliance plan.
3. CONSULTANT will invoice this work on a per grid basis.

#### **Task 2 – COASTAL SURFACE MONITORING: Total not to exceed \$4,221.00**

1. CONSULTANT will provide Instantaneous Surface Monitoring once per year per the compliance plan.
2. CONSULTANT will provide integrated Surface Sampling once per year per the compliance plan.
3. CONSULTANT will invoice this work on a per grid basis.

#### **Task 3 – BAILARD SURFACE MONITORING: Total not to exceed \$8,241.00**

1. CONSULTANT will provide Instantaneous Surface Monitoring once per year per the compliance plan.
2. CONSULTANT will provide Integrated Surface Sampling once per year per the compliance plan.
3. CONSULTANT will invoice this work on a per grid basis.

**Task 4 – Toland Road SURFACE MONITORING: Total not to exceed \$ 16,080.00**

1. CONSULTANT will provide Instantaneous Surface Monitoring once per quarter per the compliance plan.
2. CONSULTANT will provide Integrated Surface Sampling once per quarter per the compliance plan.
3. CONSULTANT will invoice this work on a per grid basis.

| <b>Task Number</b>                    | <b>Task Description</b>                           | <b>Grid Cost</b> | <b>Qty</b> | <b>Not to Exceed Fee/ Budget</b> | <b>Total</b>       |
|---------------------------------------|---|------------------|------------|----------------------------------|--------------------|
| <b>1</b>                              | <b>Santa Clara Surface Monitoring (annual)</b>    |                  |            |                                  |                    |
| 1.1                                   | Instantaneous Surface Monitoring                  | 32               | 127        | 4064.00                          |                    |
| 1.2                                   | Integrated Surface Sampling                       | 35               | 127        | 4445.00                          |                    |
| <b>Subtotal</b>                       |   |                  |            |                                  | <b>\$8,509.00</b>  |
| <b>2</b>                              | <b>Coastal Surface Monitoring (annual)</b>        |                  |            |                                  |                    |
| 2.1                                   | Instantaneous Surface Monitoring                  | 32               | 63         | 2016.00                          |                    |
| 2.2                                   | Integrated Surface Sampling                       | 35               | 63         | 2205.00                          |                    |
| <b>Subtotal</b>                       |   |                  |            |                                  | <b>\$4,221.00</b>  |
| <b>3</b>                              | <b>Bailard Surface Monitoring (annual)</b>        |                  |            |                                  |                    |
| 3.1                                   | Instantaneous Surface Monitoring                  | 32               | 123        | 3936.00                          |                    |
| 3.2                                   | Integrated Surface Sampling                       | 35               | 123        | 4305.00                          |                    |
| <b>Subtotal</b>                       |   |                  |            |                                  | <b>\$8241.00</b>   |
| <b>4</b>                              | <b>Toland Road Surface Monitoring (quarterly)</b> |                  |            |                                  |                    |
| 4.1                                   | Integrated Surface Monitoring                     | 32               | 60         | 1920.00                          | <b>\$7680.00</b>   |
| 4.2                                   | Integrated Surface Sampling                       | 35               | 60         | 2100.00                          | <b>\$8400.00</b>   |
| <b>Subtotal</b>                       |   |                  |            |                                  | <b>\$16,080.00</b> |
| <b>TOTAL NOT TO EXCEED FEE/BUDGET</b> |   |                  |            |                                  | <b>\$37,051.00</b> |



**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-012**

**AGREEMENT FOR  
HAZARDOUS WASTE DISPOSAL AND RELATED SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
SAFETY-KLEEN SYSTEMS, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and SAFETY-KLEEN SYSTEMS, INC., a California Corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a CONTRACTOR who has specialized experience in and can provide hazardous waste disposal and related services to the DISTRICT.

B. CONTRACTOR represents that it has the expertise and experience to provide such specialized hazardous waste disposal services to the DISTRICT.

C. DISTRICT has selected CONTRACTOR, to provide hazardous waste disposal and related services, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONTRACTOR shall provide the hazardous waste disposal and related services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts and best industry practices in providing hazardous waste disposal and related services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONTRACTOR owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONTRACTOR’S ability, to promote and protect the best interests of the DISTRICT.

D. CONTRACTOR shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, CONTRACTOR or employee, or provide hazardous waste disposal and related services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONTRACTOR's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for hazardous waste disposal and related services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is

intended, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONTRACTOR, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONTRACTOR agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONTRACTOR under this Agreement, or any information made available to CONTRACTOR by DISTRICT, shall be revealed, disseminated or made available by CONTRACTOR to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONTRACTOR during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONTRACTOR shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONTRACTOR shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONTRACTOR**

A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed Seven Thousand Five Hundred dollars (\$7,500) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for hazardous waste disposal and related services

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR's services at any time with or without cause, regardless of whether CONTRACTOR's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONTRACTOR shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONTRACTOR's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONTRACTOR shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONTRACTORS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONTRACTOR to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

#### **ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or



enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONTRACTOR: Christopher Wieser, Account Manager and Compliance Specialist  
SAFETY-KLEEN SYSTEMS, INC.  
5310 Overpass Road  
Santa Barbara, CA 93111

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
4105 West Gonzales Road  
Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

SAFETY-KLEEN SYSTEMS, INC

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
KEVIN RICKS  
Operations Branch Manager

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following summarizes the work statement/scope of work to be performed by CONTRACTOR for the DISTRICT and the rates to be charged in connection with CONTRACTOR'S delivery of hazardous waste removal and related services.

- A. On an as-needed basis, CONTRACTOR shall assist DISTRICT's landfill operations staff in the removal of hazardous waste and materials at Toland Road Landfill in the event such waste is deposited or hauled to the landfill and shall also provide the following related services:
1. Containerized Waste Service;
  2. Used Oil & Antifreeze Service;
  3. Parts Washer Service;
  4. Vacuum Truck Service; and
  5. Allied Products Service.
- B. CONTRACTOR shall bill the DISTRICT for work performed under this Agreement according to the following terms and rates:

| Containerized Waste Service   | Price Per Container |
|---|---------------------|
| 4' Fluorescent Bulb Box – Includes disposal (Average 37 bulbs per box)        | \$61.66             |
| 8' Fluorescent Bulb Box – Includes disposal (Average 37 bulbs per box)        | \$79.00             |
| Metal Halide Bulbs – Priced Per Bulb  | \$6.00              |
| Oil Based Paint Waste in cans – 55G drum                                      | \$475.00            |
| Water Based Paint Waste in cans – 55G drum                                    | \$300.00            |
| Mixed Solvent / Sludge Waste – 55G drum                                       | \$475.00            |
| Absorbent Waste – 55G drum  | \$265.32            |
| Mixed Household Cleaner Waste inner containers – 55G drum                     | \$275.00            |
| Waste Mixed Alkaline Batteries – 5G drum                                      | \$150.00            |
| Used, Drained Oil Filters – 55G drum  | \$65.00             |
| Fuel Blend Liq > 12000 55G Drum (Gasoline, Kerosene – Flammable)              | \$250.00            |
| Fuel Blend Liq > 5,000 55G Drum (Acetone, Oily Water)                         | \$275.00            |
| Fuel Blend Sludge > 8,000G Drum (Oil Based Paint NO CANS)                     | \$300.00            |
| Landfill Non US DOT Hazmat, N 55G (Oily Absorbents, Non Haz Solids)           | \$265.32            |
| Landfill Non US DOT Hazmat, N 55G (Non Haz Liquids)                           | \$275.00            |
| Specific Process Metal Drum 55G (Last Contained)                              | \$72.00             |
| CAL Universal Aerosols 55G (Aerosol Cans)                                     | \$385.00            |
| Organic Material Suitable for Incineration 30G (Epoxy Resin inner containers) | \$868.00            |
| EWaste 55G drum   | \$300.00            |



**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-013**

**AGREEMENT FOR  
ENVIRONMENTAL MONITORING CONSULTING SERVICES BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
SCS ENGINEERS**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and SCS ENGINEERS, a California Corporation (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing environmental monitoring consulting services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide environmental monitoring consulting services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide environmental monitoring consulting services at Toland Road Municipal Solid Waste Landfill and its closed landfill sites.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide environmental monitoring consulting services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual modification, renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for environmental monitoring consulting services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is



intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed One Hundred Thirty-Seven Thousand Seven Hundred Seventy-Five dollars (\$137,775.00) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for environmental monitoring consulting services without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each

person performing work, date and brief description of the work performed, number of hours worked, and labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

E. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.

B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONSULTANTS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of

DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a 15 percent administrative fee.

#### **ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

#### **ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

#### **ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 13: TERMS**

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

#### **ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

#### **ARTICLE 15: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

#### **ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Patrick Sullivan, Senior Vice President  
SCS ENGINEERS  
3900 Kilroy Airport Way, Suite 100  
Long Beach, CA 90806

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
4105 West Gonzales Road  
Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

SCS ENGINEERS

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
SOLAVANN SIM  
Vice President

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

**EXHIBIT A**  
**STATEMENT OF WORK & RATE SHEET**

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT'S delivery of environmental monitoring consulting services to DISTRICT.

**I. Scope of Work**

The scope of work includes two (2) principal tasks to be performed by CONSULTANT at the DISTRICT's active Toland Road Landfill and at the DISTRICT's closed landfills. These tasks include:

1. Air Quality/Title V Federal Clean Air Act/Greenhouse Gas Emissions Reporting and Support
2. Groundwater Monitoring - Reporting and Support

The following are details for the above tasks. At the end of Scope of Work details, costs for these tasks are presented in a table.

**Task 1 – Air Quality/Title V Federal Clean Air Act /Greenhouse Gas (GHG) Reporting and Support: Total not to exceed \$63,600**

Task 1A. Because the DISTRICT's regulatory and ownership responsibility for the Toland Road Landfill and Oxnard Landfills -- --Bailard Landfill andCoastal Landfill -- and contractual responsibility for the Santa Clara Landfill owned by the City of Oxnard are all required to submit the following air quality reports for each site, CONSULTANT will prepare and submit:

1. Semi-annual New Source Performance Standards (NSPS)/National Emission Standards for Hazardous Air Pollutants (NESHAP) monitoring reports on August 15 (for the reporting period of January 1 through June 30) and February 15 (for the reporting period of July 1 through December 31).
2. Semi-annual Title V monitoring reports on August 15 (for the reporting period of January 1 through June 30) and February 15 (for the reporting period of July 1 through December 31).
3. An annual Title V Compliance Certification on February 15 for the reporting period of January 1 through December 31.
4. Annual AB 32 (California Global Warming Solutions Act) Landfill Methane Rule (LMR) Report due March 15 (for the reporting period of January 1 through December 31).
5. United States Environmental Protection Agency (EPA) GHG Mandatory Reporting Regulation (MRR) Annual Report due March 31 (for the reporting period of January 1 through December 31).

Task 1B. CONSULTANT'S scope to prepare these reports for the same landfills mentioned in Task 1A. are presented in the Task descriptions below:

**Task 1B.1 – NSPS/NESHAP Semi-Annual Reports**

1. CONSULTANT will organize and review the necessary data and records and then will prepare the draft semi-annual NSPS/NESHAP reports for DISTRICT's review.
2. CONSULTANT will address up to one round of DISTRICT comments and then will finalize the reports for submittal to the Ventura County Air Pollution Control District (VCAPCD).

#### Task 1B.2 - Semi-Annual Title V Reports

1. Since the federal Clean Air Act Title V permit for DISTRICT includes a requirement for the preparation and submittal of semi-annual monitoring reports associated with permit compliance, CONSULTANT will organize and review the necessary data and records and then will prepare the draft semi-annual Title V reports along with any necessary back-up documentation (e.g., VCAPCD deviation forms as well as any reports detailing deviations and corrective actions) for DISTRICT's review.
2. CONSULTANT will address up to one round of DISTRICT comments and then will finalize the reports for submittal to the VCAPCD.

#### Task 1B.3 - Annual Title V Compliance Certification

1. Since the Title V permit for DISTRICT also includes a requirement for the preparation and submittal of an annual compliance certification, CONSULTANT will review the information contained in the semi-annual reports and, based on the review, complete the draft certification form along with any necessary back-up documentation (e.g., VCAPCD Deviation Forms as well as any reports detailing deviations and corrective actions) for DISTRICT's review.
2. CONSULTANT will address up to one round of DISTRICT comments and then will finalize the compliance certification for DISTRICT for submittal to VCAPCD.

#### Task 2B.4 - Annual AB 32 Landfill Methane Rule (LMR) Report (17 CCR §95460 et seq.)

1. Consultant will meet the annual reporting deadline for the Annual AB 32 LMR Report is March 15 of the following year.
2. Consultant will know and meet reporting requirements found in Title 17 California Code of Regulations (CCR) Section 95470 of the LMR.
3. Consultant will meet the Annual Report requirements as summarized below:
  - a) General site information
  - b) Total volume of LFG collected (reported in standard cubic feet (SCD)),
  - c) Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume),
  - d) Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device,
  - e) Date gas collection and control system (GCCS) installed,
  - f) Percent methane destruction efficiency,
  - g) Volume and composition of gas shipped off-site,
  - h) Type and amount of supplemental fuels burned with the LFG.
  - i) Recent topographic map, and
  - j) All monitoring data.

#### Task 1B.5- U.S. EPA GHG MRR Annual Report

1. CONSULTANT will collect and compile all of the necessary monitoring data for compliance with the rule.
2. To accomplish Task 2B.6(1), CONSULTANT would provide a questionnaire detailing any data that it needs that it does not already have in its possession through its current work at the site. CONSULTANT will conduct a review of data to verify it is complete and in appropriate format for preparation of the annual report.



3. CONSULTANT will compile all required items into an annual report, in accordance with EPA GHG rule specifications, for submittal to EPA. A draft of the report will be delivered to the DISTRICT for review.
4. Final deliverable will incorporate DISTRICT's comments and be submitted to EPA on the DISTRICT's behalf using EPA's electronic reporting tool, e-GRRT as direct upload, in extensible markup language (XML) format.

#### Task 1B.6 On-Call Additional Air, GHG, and Landfill Gas (LFG) Compliance Services

From time to time during the term of this Agreement, the DISTRICT may desire additional air quality, GHG, or LFG regulatory consulting services and CONSULTANT agrees to provide these services as-needed, as directed by DISTRICT, on a time and materials (T&M) basis. Per the fee schedule in this Exhibit A. Specifically, these services may include meetings, breakdown reporting, responses to agency requests, miscellaneous permitting efforts, regulatory negotiations and research, etc.

### **Task 2 – Groundwater Reporting and Support: Total not to exceed \$74,175**

Task 2A. CONSULTANT will provide groundwater monitoring reporting and support services to DISTRICT for Toland Road, Coastal, Santa Clara, Bailard, Tierra Rejada, and Ozena Landfills based upon the following assumptions related to the below scope of work and budget:

- a) Field work will be conducted by another VRSD contractor/vendor Chang Environmental.
- b) Chang Environmental will coordinate with the project laboratory related to bottle orders and samples receipt.
- c) CONSULTANT will work cooperatively with Chang Environmental and the project laboratory for the sampling and analytical needs for the five landfills. CONSULTANT will be a cc on the emails between these two entities related to bottle orders, sample receipt, and final laboratory report receipt.
- d) DISTRICT will be responsible for payment of laboratory invoices.
- e) CONSULTANT will obtain water level forms and field sampling forms from Chang Environmental.
- f) If needed, DISTRICT will provide CONSULTANT electronic files associated with groundwater summary tables, Sanitas database, and site plans/drawings with groundwater well, probe, and other site features.
- g) As needed for each of the reports, DISTRICT will provide CONSULTANT other Regional Water Quality Control Board (RWQCB) Waste Discharge Requirement (WDR) information related to site operations. Depending on the landfill WDR, this information may include, but is not limited to, leachate sample data, leachate and gas condensate removal volumes, gas probe monitoring data, standard observations, facility or post closure inspections, evaluation of drainage/run-on/run-off systems, financial assurance documentation, water usage amounts, precipitation amounts, and/or laboratory reports for characterization of biosolids or recycled water.
- h) The DISTRICT or other consultants will handle stormwater sampling and data review/table preparation related to General Permit and other WDRs than those noted below. If necessary, stormwater laboratory reports and data tables (as needed) will be provided to CONSULTANT for the applicable semiannual monitoring reports.
- i) GeoTracker Information System uploads and submittals will be performed by the CONSULTANT.

Task 2B. Using current groundwater and other liquid WDR monitoring data and operations information provided by the DISTRICT, CONSULTANT will submit the following groundwater monitoring reports for each calendar year:

- a) Toland Road monitoring reports are due on November 15 for the second semi-annual data and on May 15 for the first semi-annual data. Annual reporting requirements are included in the May 15 report.
- b) Coastal and Santa Clara monitoring reports are due on December 15 for the second semi-annual data and on June 15 for the first semi-annual data. Annual reporting requirements are included in the June 15 report.
- c) Bailard monitoring reports are due on January 15 for the second semi-annual data and on July 15 for the first semi-annual data. Annual reporting requirements are included in the January 15 report.
- d) Tierra Rejada monitoring reports are due on October 30 for the second semi-annual data and on April 30 for the first semi-annual data. Annual reporting requirements are included in the April 30 report.
- e) Ozena monitoring report is due on April 30 for the annual data and reporting summary.

Task 2C. A brief summary of the reporting process for each landfill as provided below.

#### Task 2C.1 - Toland Road Field-Laboratory Oversight and Semi-Annual Reports

CONSULTANT will organize and review the monitoring data, perform statistical analysis, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR Order R4-2018-0058 and its associated monitoring and reporting program (MRP) CI-5644.

As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances or presence of new volatile organic compound along with providing instructions for verbal and written notification. CONSULTANT will provide a draft notification writeup for use in an email or letter for DISTRICT to submit to the RWQCB.

CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address DISTRICT comments and then will finalize the report in Adobe Acrobat format for DISTRICT records and submittal to the RWQCB GeoTracker Information System.

#### Task 2C.2 – Coastal and Santa Clara Field-Laboratory Oversight and Semi-Annual Reports

CONSULTANT will organize and review the monitoring data, perform statistical analysis, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR Order R4-2019-0051 and its associated MRP CI-5664.

As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances or presence of new volatile organic compound (VOC) along with providing instructions for verbal and written notification. CONSULTANT will provide a draft notification writeup for use in an email or letter for DISTRICT to submit to the RWQCB.

CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address DISTRICT comments and then will finalize the report in Adobe Acrobat format for DISTRICT records and submittal to the RWQCB GeoTracker Information System.

#### Task 2C.3 – Bailard Field-Laboratory Oversight and Semi-Annual Reports

CONSULTANT will organize and review the monitoring data, perform statistical analysis, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR Order R4-2015-0105 and its associated MRP CI-4035.

As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances or presence of new VOC along with providing instructions for verbal and written notification. CONSULTANT will provide a draft notification writeup for use in an email or letter for DISTRICT to submit to the RWQCB.

CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address DISTRICT comments and then will finalize the report in Adobe Acrobat format for DISTRICT records and submittal to the RWQCB GeoTracker Information System.

#### Task 2C.4 – Tierra Rejada Field-Laboratory Oversight and Semi-Annual Reports

CONSULTANT will organize and review the monitoring data, perform statistical analysis/time series, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR Order R4-2002-0140 and its associated MRP CI-4294.

As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances or presence of new VOC along with providing instructions for verbal and written notification. CONSULTANT will provide a draft notification writeup for use in an email or letter for DISTRICT to submit to the RWQCB.

CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address DISTRICT comments and then will finalize the report in Adobe Acrobat format for DISTRICT records and submittal to the RWQCB GeoTracker Information System.

#### Task 2C.5 – Ozena Field-Laboratory Oversight and Annual Report

If there is sufficient water to sample Ozena groundwater wells, CONSULTANT will review the monitoring data and prepare time series plots. For each annual report, CONSULTANT will organize available groundwater data and obtain other monitoring records to be provided by DISTRICT as required by Central Coast RWQCB WDR Order R3-2004-0006 and its September 3, 2013 update of the MRP.

As needed for every five-year VOC sampling, CONSULTANT will provide DISTRICT notification of presence of new VOC along with providing instructions for verbal and written notification. CONSULTANT will provide a draft notification writeup for use in an email or letter for DISTRICT to submit to the RWQCB.

CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address DISTRICT comments and then will finalize the report in Adobe Acrobat format for DISTRICT records and submittal to the RWQCB GeoTracker Information System.

**Costs and Fee Schedules for Task 1 and Task 2**

CONSULTANT will perform the above two (2) tasks and their respective subtasks for a not to-exceed cost of \$ 137,775, broken down as follows:

| <b>Task Number</b>                       | <b>Task Description</b>  | <b>Unit*</b> | <b>Qty</b> | <b>Fee/Budget</b>       | <b>Total</b>     |
|--|--|--------------|------------|-------------------------|------------------|
| <b>1A-1B.6</b>                           | <b>Air Quality/Title V/Greenhouse Gas Reporting and Support – Toland Road Landfill</b> |              |            |                         |                  |
| 1.1                                      | NSPS/NESHAP Semi-Annual Reports  | LS           | 2          | \$4,550                 | \$9,100          |
| 1.2                                      | Semi-Annual Title V Reports  | LS           | 2          | \$2,450                 | \$4,900          |
| 1.3                                      | Annual Title V Compliance Certification Report   | LS           | 1          | \$4,600                 | \$4,600          |
| 1.4                                      | Annual AB 32 LMR Report  | LS           | 1          | \$4,100                 | \$4,100          |
| 1.5                                      | EPA GHG MRR Annual Report  | LS           | 1          | \$4,100                 | \$4,100          |
| 1.6                                      | On-Call Air Quality Support  | T&M          | 1          | \$5,000                 | \$5,000          |
|  | <b>Oxnard Landfills</b>  |              |            |                         |                  |
| 1.7                                      | NSPS/NESHAP Semi-Annual Reports  | LS           | 2          | \$4,550                 | \$9,100          |
| 1.8                                      | Semi-Annual Title V Reports  | LS           | 2          | \$2,450                 | \$4,900          |
| 1.9                                      | Annual Title V Compliance Certification Report   | LS           | 2          | \$4,600                 | \$4,600          |
| 1.10                                     | Annual AB 32 LMR Report  | LS           | 1          | \$4,100                 | \$4,100          |
| 1.11                                     | EPA GHG MRR Annual Report  | LS           | 1          | \$4,100                 | \$4,100          |
| 1.12                                     | On-Call Air Quality Support  | T&M          | 1          | \$5,000                 | \$5,000          |
| Subtotal                                 |  |              |            |                         | \$63,600         |
| <b>2A-2C.5</b>                           | <b>Groundwater Monitoring- Reporting and Support</b>                                   |              |            |                         |                  |
| 2.1                                      | Toland Road Field-Laboratory Oversight and Semi-Annual Reports                         | LS           | 2          | \$8,250                 | \$16,500         |
| 2.2                                      | Coastal-Santa Clara Field-Laboratory Oversight and Semi-Annual Reports                 | LS           | 2          | \$14,000                | \$28,000         |
| 2.3                                      | Bailard Field-Laboratory Oversight and Semi-Annual Reports                             | LS           | 2          | \$7,500                 | \$15,000         |
| 2.4                                      | Tierra Rejada Field-Laboratory Oversight and Semi-Annual Reports                       | LS           | 2          | \$6,000                 | \$12,000         |
| 2.5                                      | Ozena Field-Laboratory Oversight and Annual Report                                     | LS           | 1          | \$2,675                 | \$2,675          |
| Subtotal                                 |  |              |            |                         | \$74,175         |
| * LS: Lump Sum / T&M: Time and Materials |  |              |            | <b>TOTAL FEE/BUDGET</b> | <b>\$137,775</b> |

**Consultant Rates (\$/Hour)**

CONSULTANT will bill the DISTRICT for work performed under this Agreement at the following rates:

|   |     |
|---|-----|
| Clerical .....  | 93  |
| Administrative/Secretarial.....                                 | 99  |
| Technician .....  | 115 |
| CAD Drafter.....  | 120 |
| Assistant Office Services Manager/Project Administrator .....   | 135 |
| Office Services Manager/Senior Project Administrator .....      | 140 |
| Associate Staff Professional I.....                             | 145 |
| Project Analyst.....  | 145 |
| Associate Staff Professional II.....                            | 150 |
| CAD Designer I.....   | 152 |
| Staff Professional I.....                                       | 155 |
| Staff Professional II.....                                      | 162 |
| Senior Office Services Manager .....                            | 164 |
| CAD Designer II.....  | 168 |
| Staff Professional III.....                                     | 170 |
| Project Professional I.....                                     | 177 |
| Project Professional II.....                                    | 184 |
| Project Professional III.....                                   | 192 |
| Senior Project Professional I.....                              | 200 |
| Senior Project Professional II.....                             | 214 |
| Senior Project Professional III.....                            | 222 |
| Industrial Hygienist/Safety Professional .....                  | 232 |
| Project Manager I.....  | 235 |
| Project Manager II.....   | 242 |
| Senior Certified Industrial Hygienist/Safety Professional ..... | 252 |
| Project Manager III.....  | 260 |
| Project Manager IV.....   | 270 |
| Senior Project/Technical Manager I.....                         | 282 |
| Senior Project/Technical Manager II.....                        | 290 |
| Senior Project Advisor.....                                     | 294 |
| Project Director I.....   | 302 |
| Project Director II.....  | 314 |
| Project Director III.....                                       | 322 |

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-011**

**AGREEMENT FOR  
CONSULTING SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
VERTEX SURVEY, INC.**

THIS AGREEMENT is made and entered into this 1<sup>th</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and VERTEX SURVEY, INC., a California Corporation (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing groundwater contour mapping services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide groundwater contour mapping services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide the needed groundwater contour mapping services to the DISTRICT.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide groundwater contour mapping services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier modified or terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be modified, renewed, or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual modification, renewal, or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for groundwater contour mapping services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

## **ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor.

DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed Three Thousand Ninety dollars (\$3,090.00) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for groundwater contour mapping services without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each person performing work, date and brief description of the work performed, number of hours worked, and labor rate.



D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

E. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 5 percent administrative fee.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.

B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONSULTANTS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a 15 percent administrative fee.

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT:      Habib Chababi, Principal  
                                 VERTEX SURVEY, INC.  
                                 28348 Constellation Road, Suite 800  
                                 Santa Clarita, CA 91355

To DISTRICT:            Finance & Administration  
                                 VENTURA REGIONAL SANITATION DISTRICT  
                                 4105 West Gonzales Road  
                                 Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

VENTURA REGIONAL  
SANITATION DISTRICT

VERTEX SURVEY, INC.

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
HABIB CHABIBI  
Principal

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

**EXHIBIT A**

**STATEMENT OF WORK & RATE SHEET**

CONSULTANT agrees to provide the following services to DISTRICT upon the DISTRICT's provision of field notes that have the current groundwater elevations from the DISTRICT's sampling operator:

**AutoCAD Services**

- a. The CONSULTANT will create and /or update ground water contour maps for the DISTRICT as a part of the DISTRICT's services to its water and wastewater clients;
- b. The CONSULTANT will provide the groundwater contour maps to the DISTRICT in a PDF format (8.5 x 11 inches). CONSULTANT will designate each groundwater contour map with the sample date as the map creation date; and
- c. The CONSULTANT will provide the maps to the DISTRICT within 4 days of receiving the field data from the DISTRICT.

**RATE SCHEDULE**

CONSULTANT agrees to provide its services on a time and materials basis to DISTRICT at the following rates, but for total compensation not to exceed \$3,090.00:

| <b>OFFICE</b>                         | <b>Hourly Rate</b> |
|---------------------------------------|--------------------|
| Licensed Surveyor/Principal           | \$230              |
| Project Manager/Supervisor            | \$210              |
| <b>FIELD</b>                          |                    |
| Field Crew (2-man crew)               | \$350              |
| Field Crew (3-man crew)               | \$470              |
| <b>SUPPORT</b>                        |                    |
| Office Calculations and Support       | \$170              |
| Deliveries/Research/Certified Payroll | \$130              |
| Fees and Plotting                     | Cost plus 5%       |

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 24-010**

**AGREEMENT FOR  
LABORATORY ANALYSIS SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
WECK LABORATORIES, INC.**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2024, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and WECK LABORATORIES, INC., a California Corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has a need for a CONTRACTOR who has specialized knowledge and experience in providing laboratory analysis services in support of its water, wastewater, and solid waste operations.

B. CONTRACTOR represents that it has the expertise and experience to provide laboratory analysis services to the DISTRICT.

C. DISTRICT has selected CONTRACTOR, based upon the above representations and in conformance with the DISTRICT’s Purchasing Resolution No. 89-13, to provide laboratory analysis services.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONTRACTOR shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONTRACTOR owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONTRACTOR’S ability, to promote and protect the best interests of the DISTRICT.

D. CONTRACTOR shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, CONTRACTOR or employee, or provide laboratory analysis services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONTRACTOR's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

## **ARTICLE 2: TERM OF CONTRACT**

A. Unless otherwise earlier terminated or modified, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2029. Parties, further agree that DISTRICT has the option of modifying, renewing, or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors.

B. This Agreement shall be renewed or extended annually, no more than four (4) times, by mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD"), may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for laboratory analysis services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.



### **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work

so the result will be satisfactory to the DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONTRACTOR, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

### **ARTICLE 4: CONFIDENTIAL RELATIONSHIP and OWNERSHIP OF DOCUMENTS**

A. CONTRACTOR agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONTRACTOR under this Agreement, or any information made available to CONTRACTOR by DISTRICT, shall be revealed, disseminated or made available by CONTRACTOR to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONTRACTOR during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONTRACTOR shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONTRACTOR shall be the property of the DISTRICT and under the ownership of the DISTRICT.

### **ARTICLE 5: PAYMENT TO CONTRACTOR**

A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10<sup>th</sup>) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed Fifty-Two Thousand Seven Hundred Thirty-Six dollars (\$52,736) for Fiscal Year 2024-25 without written amendment hereto. Future years fees paid will be limited to the Board approved allocations for laboratory analysis services without a mutually acceptable, written amendment hereto.

#### **ARTICLE 6: TERMINATION OF CONTRACT**

CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR's services at any time with or without cause, regardless of whether CONTRACTOR's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONTRACTOR shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONTRACTOR's total compensation beyond the maximum stated in Article 5.

#### **ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

#### **ARTICLE 8: INSURANCE**

CONTRACTOR shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

#### **ARTICLE 9: SUBCONTRACTORS**

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONTRACTOR to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

**ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT**

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

**ARTICLE 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 12: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 13: TERMS**

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

**ARTICLE 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 15: COMPLIANCE WITH LAWS**

CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

**ARTICLE 16: FORCE MAJEURE**

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

**ARTICLE 17: DISPUTE RESOLUTION**

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

**ARTICLE 18: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

**ARTICLE 19: NOTICES**

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONTRACTOR:       Alfredo Pierri, President  
                                  WECK LABORATORIES, INC.  
                                  14859 Clark Ave.  
                                  City of Industry, CA 91745

To DISTRICT:            Finance & Administration  
                                  VENTURA REGIONAL SANITATION DISTRICT  
                                  4105 West Gonzales Road  
                                  Oxnard, CA 93036-2748

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

**ARTICLE 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

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

VENTURA REGIONAL  
SANITATION DISTRICT

WECK LABORATORIES, INC

By \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

By \_\_\_\_\_  
ALFREDO PIERRI  
President, Lab Director

APPROVED AS TO FORM:

NOSSAMAN, LLP

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

ATTEST:

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

## EXHIBIT A

### STATEMENT OF WORK

The following, subject to DISTRICT modification, deletion or addition, specifies the work statement and scope of work to be performed by CONTRACTOR for this Agreement and the rates to be charged in connection with CONTRACTOR's delivery of analytical environmental laboratory services in support of the DISTRICT's water, wastewater, and solid waste operations.

#### STATEMENT OF WORK

- 1) CONTRACTOR shall use test methods that are based on regulatory matrix monitoring/reporting requirements which shall include, but is not limited to, title 40, Code of Federal Regulations (CFR), Parts 136 & 141 and EPA SW 846; and Title 22, California Code of Regulations (CCR) Section 64811.
- 2) CONTRACTOR shall also use test methods that conform to reporting and accreditation conditions of the California Environmental Laboratory Accreditation Program (Title 22, CCR, Division 4, Chapter 19, Article 6 *Required Test Methods*).
- 3) CONTRACTOR shall maintain California State Water Board, Environmental Laboratory Accreditation Program (ELAP) certification (Certificate no. 1132) and National Environmental Laboratory Accreditation Program (NELAP) certification (Certificate no. 4047) throughout the term of this Agreement.
- 4) CONTRACTOR shall perform work as directed in the *Weck Laboratories, Inc. - Quality Assurance Program Manual*, approved as revision 21.0 effective 5-15-2024.
- 5) CONTRACTOR shall supply Quality Control (QC) at Tier Levels 1 and 2 as standard. These standard QC Tier levels consist of the analytical report (with trace values, method detection limit values, result values, and reporting limit values), completed Chain of Custody (both DISTRICT submittal and any sub-contract lab transfers), method blank results, matrix spike/matrix spike duplicate summary with control limits, laboratory control sample results with control limits, surrogate recoveries for Gas Chromatography and Gas Chromatography / Mass Spectrometry with control limits, case narratives/corrective action reports when necessary or as required by law, regulation, or governing regulatory agency.
- 6) CONTRACTOR shall provide Method Detection Limit (MDL) study updates (with data set and standard deviation used per 40 CFR Part 136, Appendix B) for groundwater volatiles method 8260 and base-neutral method 8270. MDL verifications are scheduled for these methods as prescribed by CONTRACTOR's NELAP certification (major changes to equipment or personnel).
- 7) For landfill groundwater well samples, CONTRACTOR shall identify and quantify all peaks greater than 10% of the nearest internal standard for volatiles, semi-volatiles, pesticides and PCBs. If procedures are required to determine more accurately for any unknown analyte observed, CONTRACTOR will inform the DISTRICT and discuss method options to identify the peak. An additional charge will apply based on the analytical methods performed, including the supplemental reporting of TICs (tentatively identified compounds).
- 8) CONTRACTOR shall provide routine flag notations in result reporting and/or case-narratives.
- 9) CONTRACTOR shall provide courier service. Courier service will include issuance of laboratory specific sample bottles of known quality, coolers and appropriate packing materials to ensure proper chain

of custody and sample integrity during transport.

10) CONTRACTOR shall specify that courier receipt of samples places short holding time responsibility to SUPPLIER, provided the scheduled courier pickup was pre-notified/pre-scheduled with proper identification of test methods, sample dates/times on the chain-of custody.

11) CONTRACTOR shall report to DISTRICT as to the sample acceptability by 'Case Narrative/Holding Times.'

## **RATE SHEET**

CONTRACTOR shall provide the above laboratory analysis services to DISTRICT for a total cost not to exceed Fifty-Two Thousand Seven Hundred Thirty-Six dollars (\$52,736) for Fiscal Year 2024-25 at the rates shown on the following pages. Future years fees paid will be limited to the Board approved allocations for laboratory analysis services without a mutually acceptable, written amendment hereto.

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