

Board Agenda

Regular Meeting

Thursday, July 11, 2024

Camrosa Board Room

7385 Santa Rosa Rd. • Camarillo, CA 93012

5:00 P.M.

Call to Order

Public Comments

At this time, the public may address the Board on any item not appearing on the agenda which is subject to the jurisdiction of the Board. Persons wishing to address the Board should fill out a white comment card and submit it to the Board President prior to the meeting. All comments are subject to a 5-minute time limit.

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of Board or the Staff requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of the Primary Items. Approval by the Board of Consent Items means that the recommendation of the Staff is approved along with the terms and conditions described in the Board Memorandum.

Consent Agenda

1. **Approve Minutes of the Regular Meeting of June 20, 2024**

2. ****Approve Vendor Payments**

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$765,910.17.

Primary Agenda

3. ****Annual Purchase Order Associated with Line Items in the Fiscal Year 2024-25 Budget**

Objective: Approve annual purchase orders associated with approved line items in the Fiscal Year (FY) 2024-25 budget.

Action Required: It is recommended that the Board of Directors:

- 1) Authorize the General Manager to issue a purchase order to Ventura Regional Sanitation District (VRSD), in an amount not to exceed \$300,000.00 from the FY 2024-25 operating budget, for sewer maintenance and cleaning services, and

- 2) Authorize the General Manager to issue a purchase order to WBI, Inc., in an amount not to exceed \$113,316.00 from the FY 2024-25 operating budget, for dewatering of the biosolids drying beds, and
- 3) Authorize the General Manager to issue a purchase order to Synagro West, LLC, in an amount not to exceed \$120,000.00 from the FY 2024-25 operating budget, for the removal of biosolids from the CWRP, and
- 4) Authorize the General Manager to issue a purchase order to Zebron, Inc., in an amount not to exceed \$200,000.00 from the FY 2024-25 operating budget, for the rehabilitation and coating of District sewer manholes, and
- 5) Authorize the General Manager to spend up to \$450,000.00 from the FY 2024-25 budgeted amount for the purchase of meters and related equipment.

4. **Public Works Contract Inspection Services

Objective: Outsource construction inspection services.

Action Required: It is recommended that the Board of Directors authorize the General Manager to enter into an agreement and issue a purchase order with Cannon Corporation, in an amount not to exceed \$282,052.00, for on-call inspection services.

5. **Renewal of Geographical Information Systems (GIS) Contracted Support Services

Objective: Renew annual GIS Contracted Support Services with ZWorld.

Action Required: Authorize the General Manager to enter into an annual agreement and issue a purchase order with ZWORLD GIS in an amount not to exceed \$54,000.00 for GIS Services and related tasks.

6. **District General Counsel

Objective: Receive a report from the General Counsel Selection AdHoc Committee and an introduction to the recommended General Counsel.

Action Required: No action is necessary, for discussion only.

7. **Design for Extension of Potable Water Line on Santa Rosa Road

Objective: Extend the potable water line on Santa Rosa Road from Upland Road to San Rafael Way.

Action Required: It is recommended that the Board of Directors authorize the General Manager to award a contract and issue a purchase order to MNS Engineers, Inc. in the amount of \$107,935.00 for engineering services to design the extension of the Potable Water Line on Santa Rosa Road from Upland Road to San Rafael Way.

8. **Design for Rehabilitation of Sewer Lift Station No. 4 on Via Cantilena

Objective: Rehabilitation of existing Sewer Lift Station No. 4 on Via Cantilena.

Action Required: Authorize the General Manager to award a contract and issue a purchase order to Michael K. Nunley & Associates, Inc. (MKN) in the amount of \$165,910.00 for engineering services for the design of the Rehabilitation of Sewer Lift Station No. 4 on Via Cantilena.

9. **Performance Evaluation and Incentive Policy Update

Objective: Provide the General Manager with specific direction in order to establish the Performance Evaluation and Incentive Policy with allocations for FY2024-25 for Board adoption at the July 25, 2024, Board Meeting.

Action Required: No action is necessary, for discussion only.

Closed Sessions: The Board of Directors may hold a closed session to discuss personnel matters or litigation, pursuant to the attorney/client privilege, as authorized by Government Codes. Any of the items that involve litigation or personnel matters may require discussion in closed session on the recommendation of the Board's Legal Counsel.

Comments by General Manager; Comments by Directors; Adjournment

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to Donnie Alexander at (805) 482-8514 at least 48 hours before the meeting, if possible.

**Indicates agenda items for which a staff report has been prepared and backup information has been provided to the Board. The full agenda packet is available for review on our website at: www.camrosa.com/board-agendas/

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 7385 Santa Rosa Rd. • Camarillo, CA 93012 during normal business hours.

July 11, 2024

**Board of
Directors
Agenda Packet**

Board Minutes

Regular Meeting

Thursday, June 20, 2024

Camrosa Board Room

5:15 P.M.

Call to Order The meeting was convened at 5:15 P.M.

Present: Eugene F. West, President
Andrew F. Nelson, Vice-President
Jeffrey C. Brown, Director (via teleconference)
Timothy H. Hoag, Director
Terry L. Foreman, Director

Staff: Norman Huff, General Manager
Tamara Sexton, Deputy General Manager/Finance (via teleconference)
Jozi Zabarsky, Customer Service Manager
Art Aseo, Engineering & Capital Projects Manager
Seth Shapiro, Legal Counsel

Guest: Ty and Vivian Goo, residents

Public Comments

Ty and Vivian Goo addressed the Board regarding the owner applicant policy adopted at the June 6, 2024, Board meeting.

Consent Agenda

1. **Approve Minutes of the Regular Meeting of June 6, 2024**
2. **Approve Minutes of the Special Meeting of June 7, 2024**
3. **Approve Vendor Payments**

A summary of accounts payable in the amount of \$2,362,874.60 was provided for Board information and approval. The Board approved the payments to vendors as presented by staff in the amount of \$2,362,874.60.

Motion: Hoag. **Second:** Foreman.

Rollcall: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

Primary Agenda

4. **Fiscal Year 2024-25 District Operating and Capital Budget**

The Board adopted a Resolution of the Board Adopting the Operating and Capital Budget for Fiscal Year 2024-2025.

Motion: Nelson. **Second:** Hoag.

Rollcall: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

5. 2023 Camrosa Consumer Confidence Report

The Board received the 2023 Camrosa Consumer Confidence Report (CCR).

No action was necessary, for information only.

6. Engineering and Materials Testing Services During Construction of Solids Dewatering Press Facility Upgrades and Site Improvements

The Board took the following actions:

- 1) Authorized the General Manager to issue an amendment to the existing Agreement with MNS in the amount of \$75,946.00 to provide engineering support services during construction; and
- 2) Authorized the General Manager to issue a Purchase Order to Union Materials Testing in the amount of \$72,177.00 to provide materials testing and inspection services during construction.

Motion: Nelson. **Second:** Foreman.

Rollcall: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

7. Updates to the District's Salary and Classification Schedule for Employees

The Board took the following actions:

- 1) Adopted Resolution 24-13 Adjusting the District's Salary and Classification Schedule for Employees.

Motion: Nelson. **Second:** Foreman.

Rollcall: Nelson-Yes; Brown-No; Hoag-No; Foreman-Yes; West-Yes

- 2) Approved the AdHoc Committee and General Manager's recommended salary adjustments for specified employees.

Motion: West. **Second:** Foreman.

Rollcall: Nelson-Yes; Brown-No; Hoag-No; Foreman-Yes; West-Yes

- 3) Approved the AdHoc Committee and General Manager's recommended title adjustments for specified employees.

Motion: Nelson. **Second:** Foreman.

Rollcall: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

- 4) Approved the AdHoc Committee and General Manager's recommended promotions for specified employees.

Motion: Foreman. **Second:** Nelson.

Rollcall: Nelson-Yes; Brown-Yes; Hoag-No; Foreman-Yes; West-Yes

- 5) Approve the General Manager's recommended new full-time positions (FTEs) to bring the total authorized FTEs to 31 for FY 2024-2025.

Motion: Nelson. **Second:** FAILED

Director Foreman made a **Motion** to authorize 29 FTEs for FY2024-25. **Second:** Brown.

Rollcall: Nelson-No; Brown-Yes; Hoag-Yes; Foreman-Yes; West-No

8. Performance Evaluation and Incentive Policy Update

The Board discussed updating the Performance Evaluation and Incentive Policy.

No action was necessary, for discussion only.

Comments by General Manager

- Reported having a Master Plan meeting with staff on 6/20/24.
- Informed Board that AllConnected is preparing a cyber security report.
- Reported the District’s compliance with the State/OSHA requirement to develop a Workplace Violence Prevention Plan (WVPP) and compliance with the training requirements.

Comments by Directors

- Director Nelson requested staff present a draft of the 2025 Board calendar for review.
- President West expressed his appreciation of the Special Meeting held on June 7, 2024.

Adjournment

There being no further business, the meeting was adjourned at 7:04 P.M.

Norman Huff, Secretary
Board of Directors
Camrosa Water District

Eugene F. West, President
Board of Directors
Camrosa Water District (ATTEST)

Board Memorandum

July 11, 2024

To: General Manager
From: Sandra Llamas, Sr. Accountant
Subject: Approve Vendor Payments

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$765,910.17.

Discussion: A summary of accounts payable is provided for Board information and approval.

Payroll PR 6-2 & ME	\$ 113,205.33
Accounts Payable 06/14/2024-07/02/2024	\$ <u>652,704.84</u>
Total Disbursements	\$ <u>765,910.17</u>

DISBURSEMENT APPROVAL	
_____ BOARD MEMBER	_____ DATE
_____ BOARD MEMBER	_____ DATE
_____ BOARD MEMBER	_____ DATE

 Norman Huff, General Manager

Camrosa Water District

Accounts Payable Period:

06/14/2024-07/02/2024

Expense	Account Description	Amount
10302	Escrow Account-Cushman	
11100	AR Other	
11700	Meter Inventory	
11900	Prepaid Insurance	
11905	Prepaid Maintenance Ag	
13000	Land	
13400	Construction in Progress	276,373.28
20053	Current LTD Bond 2016	
21800	Unclaimed Monies	
20400	Contractor's Retention	-11,696.25
20250	Non-Potable Water Purchases	
23001	Refunds Payable	1,720.12
50110	Payroll FLSA Overtime-Retro	
50010	Water Purchases & SMP	
50020	Pumping Power	
50100	Federal Tax 941 1 st QTR	
50012	CamSan Reclaimed Water	
50135	PERS Retirement	
50200	Utilities	
50210	Communications	3,999.02
50220	Outside Contracts	290,143.07
50230	Professional Services	27,407.25
50240	Pipeline Repairs	5,432.02
50250	Small Tool & Equipment	8,100.62
50260	Materials & Supplies	12,244.87
50270	Repair Parts & Equip Maint	25,562.80
50280	Legal Services	
50290	Dues & Subscriptions	
50300	Conference & Travel	
50310	Safety & Training	
50330	Board Expenses	3,343.26
50340	Bad Debt	
50350	Fees & Charges	2,417.13
50360	Insurance Expense	
50500	Misc Expense	
50600	Fixed Assets	7,657.65
50700	Interest Expense	
TOTAL		\$652,704.84

Expense Approval Report

By Vendor Name

Camrosa Water District, CA

Payable Dates 6/14/2024 - 7/2/2024 Post Dates 6/14/2024 - 7/2/2024

Payment Number	Post Date	Vendor Name	Payable Number	Description (Item)	Account Name	Purchase Ord	Amount
28	07/02/2024	BONDY GROUNDWATER CONSULTING, IN	102-01 GSA	GSA Track 2	Prof services	FY25-0002	331.25
133	06/19/2024	CAMROSA WATER DISTRICT	2001	Reimbmnt for EFT pymt to Bondy Grwtr inv 97-09 &10	Prof services		1,531.25
134	06/30/2024	INTERA INCORPORATED	05-24-61	PO FY23-0322 was inadvertently closed for Track #2.	Prof services	FY24-0223	15,005.00

TOTAL VENDOR PAYMENTS-GSA **\$ 16,867.50**

Vendor: *CAM* - DEPOSIT ONLY-CAMROSA WTR

3445	06/17/2024	DEPOSIT ONLY-CAMROSA WTR	6-20-24-PR	Transfer to Disbursements Account	Transfer to disburseme		365,000.00
3446	06/17/2024	DEPOSIT ONLY-CAMROSA WTR	6-20-24-AP	Transfer to Disbursements Account	Transfer to disburseme		2,000,000.00

Vendor *CAM* - DEPOSIT ONLY-CAMROSA WTR Total: 2,365,000.00

Vendor: AIR05 - AIRGAS USA, LLC.

60915	06/30/2024	AIRGAS USA, LLC.	5509313615	Materials & Supplies - CO2 Tank Rental	Materials & supplies		34.10
60915	07/01/2024	AIRGAS USA, LLC.	9151358623	Materials & Supplies - CO2 Tank Telemetry	Materials & supplies		50.00

Vendor AIR05 - AIRGAS USA, LLC. Total: 84.10

Vendor: ALL11 - ALL PEST AND REPAIR, INC.

60916	06/26/2024	ALL PEST AND REPAIR, INC.	0027733	Pest Control-VTA1-1900	Outsd contracts		700.00
60916	06/26/2024	ALL PEST AND REPAIR, INC.	0027758	Pest Control-VTA1-7385	Outsd contracts		550.00

Vendor ALL11 - ALL PEST AND REPAIR, INC. Total: 1,250.00

60917	06/21/2024	ALLCONNECTED INC	43899	Smart Connect and Aux IT Support	Outsd contracts	FY24-0003	17,980.88
1411	06/26/2024	ANDREW NELSON	TrvlReimb-2024ACWA	Travel Reimbursement-ACWA 2024 Conference	Board expense		1,501.57
60918	06/24/2024	BASELINE ENTERPRISES	21728	Fuel Tank Inspection	Outsd contracts		981.75
1416	07/02/2024	BONDY GROUNDWATER CONSULTING, IN	103-01	PV Modeling Project Management	Prof services	FY25-0003	132.50
60919	06/25/2024	BRITTANI TKACZ	00002879	Deposit Refund Act 2879 - 5952 Palomar Cir	Refunds payable		31.96
60920	06/19/2024	BSK ASSOCIATES	AH14161	GAC Analysis for PFAS	Outsd contracts		890.00
60921	06/24/2024	Cannon Corporation	88720	Repair Sewer Collection Hotspots - Engineering	Construction in progre	FY24-0180	9,267.75
60922	06/30/2024	CITY OF CAMARILLO	31625	Police Resposnse to Security System (False Alarm)	Outsd contracts		392.00
60923	06/30/2024	DAMAR CONSTRUCTION INC	24012-D1	Sand Removal - Ponds	Outsd contracts	FY24-0284	20,857.95
60924	06/30/2024	DAVMAR AIR	12144	Air Compressor Maintenance	Outsd contracts	FY24-0283	2,225.12
60925	06/30/2024	DIENER'S ELECTRIC, INC	36052	CWRF Valve Actuator Wiring 2	Construction in progre	FY24-0289	11,742.98
60926	06/24/2024	E.J. HARRISON & SONS INC	1175	Trash Removal - CWRF	Outsd contracts		552.94
60927	06/25/2024	ELIZABETH L DEVIETTI	00006596	Closed Acct Overpayment Refund-2085 Brittany Park	Refunds payable		220.77

Vendor: FAM01 - FAMCON PIPE & SUPPLY, INC

60928	06/30/2024	FAMCON PIPE & SUPPLY, INC	S100122068-002	Valves for Conejo Wells	Construction in progre	FY24-0194	18,103.80
60928	06/26/2024	FAMCON PIPE & SUPPLY, INC	S100130789-001	Materials & Supplies - Meter Box Lids	Materials & supplies		537.32
60928	06/30/2024	FAMCON PIPE & SUPPLY, INC	S100131081	Mission Verde BlowofLeak Repair Parts - Emergency	Pipeline repairs	FY24-0290	3,344.70

Vendor FAM01 - FAMCON PIPE & SUPPLY, INC Total: 21,985.82

60929	06/30/2024	Frontier Communications	jUNE 2024	VOIP - Land Lines	Communications		697.80
Vendor: FRU01 - FRUIT GROWERS LAB. INC.							
60930	06/19/2024	FRUIT GROWERS LAB. INC.	408452A	Conejo GAC Plant Outside Lab Work	Outsd contracts		39.00
60930	06/26/2024	FRUIT GROWERS LAB. INC.	408613A	Outside Lab Work for RMWTP	Outside Contracts		41.00
60930	06/19/2024	FRUIT GROWERS LAB. INC.	408858A	Conejo GAC Plant Outside Lab Work	Outsd contracts		39.00
60930	06/19/2024	FRUIT GROWERS LAB. INC.	408859A	Conejo GAC Plant Outside Lab Work	Outsd contracts		175.00
60930	06/19/2024	FRUIT GROWERS LAB. INC.	408860A	Conejo GAC Plant Outside Lab Work	Outsd contracts		345.00
60930	06/30/2024	FRUIT GROWERS LAB. INC.	408862A	CWRF Monthly Analysis	Outsd contracts		314.00
60930	06/21/2024	FRUIT GROWERS LAB. INC.	408863A	Outside Lab Work for the Round Water Desalter	Outside Contracts		41.00
60930	06/21/2024	FRUIT GROWERS LAB. INC.	408864A	Outside Lab Work for the Round Water Desalter	Outside Contracts		41.00
60930	06/26/2024	FRUIT GROWERS LAB. INC.	409378A	Outside Lab Work for GAC Plant	Outsd contracts		39.00
60930	06/30/2024	FRUIT GROWERS LAB. INC.	409379A	RMWTP Analysis	Outside Contracts		41.00
60930	06/30/2024	FRUIT GROWERS LAB. INC.	409805A	Laboratory Water Analysis	Outsd contracts		60.00
60930	06/30/2024	FRUIT GROWERS LAB. INC.	409806A	GAC Monitoring	Outsd contracts		39.00
Vendor FRU01 - FRUIT GROWERS LAB. INC. Total:							1,214.00
60912	06/19/2024	GENE WEST	TrvlReimb-5-24-24	Travel Reimbursement Claim-ACWA-JPIA Conference	Board expense		1,841.69
60931	06/30/2024	GENERAL PUMP COMPANY, INC	31478	CSUCI Booster Motor Installation	Outsd contracts	FY24-0291	3,850.00
60932	06/24/2024	GEOSCIENCE SUPPORT SERVICES INC.	CWD-02-22-03	New University Well Geohydrological Services	Construction in progre	FY24-0176	3,333.75
60933	06/25/2024	GRANITE CONSTRUCTION INC.	00006417	Fire Hydrant Deposit Refund-FH#24	Refunds payable		878.13
Vendor: INFO00 - INFOSEND, INC.							
60934	06/21/2024	INFOSEND, INC.	264597	Printing and Mailing June 2024 Statements	Outsd contracts		5,179.04
60934	06/30/2024	INFOSEND, INC.	265852	Inserts Regarding On-Line Forum	Outsd contracts		33.85
Vendor INFO00 - INFOSEND, INC. Total:							5,212.89
60935	06/30/2024	J&H Engineering	4101	Leak Repair Valve Stack - Emergency	Pipeline repairs	FY24-0282	2,087.32
60936	07/01/2024	Janitek Cleaning Solutions-Allstate Cleani	53412A	Janitorial-Cleaning Service - May 2024	Outsd contracts		1,897.10
60937	06/21/2024	JEFFREY J HENDERSON	00000923	Closed Act Overpayment Refund-6328 Corte Lucinda	Refunds payable		39.88
60938	06/25/2024	JESSICA GUZMAN	00003421	Deposit Refund Act 3421 - 5122 Laurel Park Dr	Refunds payable		9.95
60966	06/30/2024	LINDE GAS & EQUIPMENT, INC	43602799	Acetylene Gas Cylinders	Materials & Supplies		93.26
60939	06/30/2024	M.E. SIMPSON CO., INC.	42624	UDF - Unidirectional Flushing of Water System	Outsd contracts	FY24-0171	200,162.50
Vendor: MCM01 - McMASTER-CARR SUPPLY CO							
60940	06/24/2024	McMASTER-CARR SUPPLY CO	29045438	Ratchet Balls for Pump Motors	Materials & supplies		72.16
60940	07/02/2024	McMASTER-CARR SUPPLY CO	29477690	Materials & Supplies - Woodcreek Sounding Parts	Materials & supplies		972.47
Vendor MCM01 - McMASTER-CARR SUPPLY CO Total:							1,044.63
Vendor: MUL01 - MULTI W. SYSTEMS, INC							
60941	06/24/2024	MULTI W. SYSTEMS, INC	32430788	Sewer Lift Station Parts	Repair parts & equipm	FY24-0210	23,182.28
60941	06/24/2024	MULTI W. SYSTEMS, INC	32430812	Sewer Lift 2 Service	Outsd contracts	FY24-0266	10,500.00
Vendor MUL01 - MULTI W. SYSTEMS, INC Total:							33,682.28
60942	07/02/2024	QUADIENT LEASING USA, INC.	Q1371142	Postal Meter Rental 7-10-24 th 10-09-24	Materials & supplies		551.81
60943	06/21/2024	RACHEL MORIARTY	00006381	Deposit Refund Act 6381- 887 Via Pacheco	Refunds payable		81.99
60944	06/21/2024	REDWOOD HOLDINGS, LLC	00002697	Deposit Refund Act 2697- 5969 Joshua Tr	Refunds payable		106.63
60945	06/21/2024	ROCHELLE NITKA	00000676	Deposit Refund Act 676- 6189 Gitana Ave	Refunds payable		21.88
60946	06/21/2024	ROSA ACERO	00001812	Close account-Overpayment Refund-443 Mariposa Dr	Refunds payable		146.40

Vendor: ROY03 - ROYAL INDUSTRIAL SOLUTIONS

60947	06/26/2024	ROYAL INDUSTRIAL SOLUTIONS	9009-1048327	Materials & Supplies - FUSES	Materials & supplies	620.33
60947	06/30/2024	ROYAL INDUSTRIAL SOLUTIONS	9009-1048417	Ethernet Adapter - RMWTP	Repair Parts & Equipm FY24-0288	1,187.41
Vendor ROY03 - ROYAL INDUSTRIAL SOLUTIONS Total:						1,807.74

60948	06/30/2024	SAM HILL & SONS, INC.	4957	.Reservoir 3B access road drainage improvements	Outsd contracts FY24-0275	15,075.00
60949	06/25/2024	SANDRA MILTON	00007447	Deposit Refund Act 7447- 4411 Calle Mapache	Refunds payable	103.97

Vendor: SCF01 - SC Fuels

60950	06/24/2024	SC Fuels	26600016IN	Material & Supplies - FUEL	Materials & supplies	1,173.23
60950	06/24/2024	SC Fuels	2664700IN	Material & Supplies - FUEL	Materials & supplies	1,396.05
60950	06/30/2024	SC Fuels	2668826IN	Material & Supplies -FUEL	Materials & supplies	1,584.14
60950	06/27/2024	SC Fuels	2671470IN	Materials & Supplies - FUEL	Materials & supplies	2,233.13
Vendor SCF01 - SC Fuels Total:						6,386.55

60951	06/30/2024	SM TIRE, INC.	255791	Repair Parts-CWRF Tractor Tire Repair	Repair parts & equipm	712.45
60952	06/28/2024	SO CALIFORNIA EDISON CO	PS2-LIC-Resv3B	SCE License Agreement for access to PS2 & Resv 3B	Fees & charges	2,417.13

Vendor: SOU01 - SOUTH VALLEY COMPANIES INC

60953	06/30/2024	SOUTH VALLEY COMPANIES INC	Pymt-2 (PW23-02	Heritage Park Monitoring Well Drilling	Construction in progre FY24-0195	233,925.00
60953	06/24/2024	SOUTH VALLEY COMPANIES INC	Retention-Pymt2	Retention Payment 2-Project (PW23-02)	Contractor's retention	(11,696.25)
Vendor SOU01 - SOUTH VALLEY COMPANIES INC Total:						222,228.75

60954	06/27/2024	STEEL SOURCE CONSTRUCTION	I10302-3447	Hydroclam Device	Fixed Assets-Internal FY24-0262	7,657.65
60955	06/21/2024	SUZETTE WHITMYER	00005599	Deposit Refund Act 5599- 11825 Barranca Rd	Refunds payable	78.56
60956	06/30/2024	T&T TRUCK & CRANE SERVICE	168082	Diversion Sand Removal	Outsd contracts FY24-0281	1,128.00

Vendor: THO09 - THOMAS SCIENTIFIC

60957	06/21/2024	THOMAS SCIENTIFIC	3323219	Gloves for the Operations and Lab Dpts.	Materials & supplies	373.02
60957	06/21/2024	THOMAS SCIENTIFIC	3328397	Laboratory Supplies	Materials & supplies	133.29
60957	06/26/2024	THOMAS SCIENTIFIC	3329003	Gloves for the Lab and O&M	Materials & supplies	373.02
60957	06/30/2024	THOMAS SCIENTIFIC	3335442	Laboratory Reagent	Materials & supplies	83.86
Vendor THO09 - THOMAS SCIENTIFIC Total:						963.19

Vendor: UND01 - UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA, INC

60958	06/30/2024	UNDERGROUND SERVICE ALERT OF SOUT23-2426145		Dig Alert Tickets-June 2024	Outsd contracts	123.19
60958	06/30/2024	UNDERGROUND SERVICE ALERT OF SOUT620240218		Dig Alert Tickets-June 2024	Outsd contracts	445.75
Vendor UND01 - UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA, INC Total:						568.94

Vendor: UNI08 - UNIFIRST CORPORATION

60959	06/24/2024	UNIFIRST CORPORATION	2210107689	Office Cleaning Supplies - Mat & Towel Service	Outsd contracts	87.46
60959	06/24/2024	UNIFIRST CORPORATION	2210107690	Uniform Cleaning Service	Outsd contracts	147.58
60959	06/24/2024	UNIFIRST CORPORATION	2210109111	Office Cleaning Supplies - Mat & Towel Service	Outsd contracts	87.46
60959	06/24/2024	UNIFIRST CORPORATION	2210109113	Uniform Cleaning Service	Outsd contracts	147.92
60959	07/02/2024	UNIFIRST CORPORATION	2210111274	Office Cleaning Supplies - Towel-Mat Service	Outsd contracts	87.46
60959	07/02/2024	UNIFIRST CORPORATION	2210111275	Uniform Cleaning Service	Outsd contracts	346.12
Vendor UNI08 - UNIFIRST CORPORATION Total:						904.00

Vendor: USA01 - USA BLUE BOOK

60960	06/24/2024	USA BLUE BOOK	INV00395532	Materials & Supplies - Reagents	Materials & supplies	104.55
60960	06/21/2024	USA BLUE BOOK	INV00399474	Laboratory Supplies	Materials & supplies	51.50
60960	06/24/2024	USA BLUE BOOK	INV00402036	Laboratory Supplies	Materials & supplies	104.55
60960	06/30/2024	USA BLUE BOOK	INV00408094	Lab Reagent	Materials & supplies	156.06
Vendor USA01 - USA BLUE BOOK Total:						416.66

60961	06/30/2024	VERIZON WIRELESS	9967244146	Cell Phones	Communications	3,301.22
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Vendor: WWG01 - W W GRAINGER, INC.

60962	06/24/2024	W W GRAINGER, INC.	9148728992	Small Toos and Equipment-Vacuum and Blower	Small Tools & Equipme	900.15
60962	06/24/2024	W W GRAINGER, INC.	9148758932	Small Tools and Equipment- Adjustable Wrenches	Small Tools & Equipme	993.65
60962	06/24/2024	W W GRAINGER, INC.	9148758940	Small Toos and Equipment-Pipe Wrenches	Small tools & equipme	995.46
60962	06/24/2024	W W GRAINGER, INC.	9148758957	Small Tools and Equipment-Combo Wrenches	Small Tools & Equipme	957.72
60962	06/24/2024	W W GRAINGER, INC.	9149289366	Small Tools and Equipment-Strap Wrenches	Small Tools & Equipme	695.90
60962	06/24/2024	W W GRAINGER, INC.	9149289374	Small Tools and Equipment-Socket Sets	Small Tools & Equipme	942.04
60962	06/24/2024	W W GRAINGER, INC.	9152087921	Repair Parts and Equipment - Pneumatic System Part	Repair Parts & Equipm	480.66
60962	06/24/2024	W W GRAINGER, INC.	9155487565	Lube Line Flow Switch (Woodcreek)	Materials & supplies	470.28
60962	06/24/2024	W W GRAINGER, INC.	9157193336	Small Tools and Equipment- Non-Pot Pump and Tools	Small tools & equipme	962.51
60962	06/24/2024	W W GRAINGER, INC.	9158700329	Small Tools and Equipment- Vacuum and Blower	Small Tools & Equipme	677.13
60962	06/26/2024	W W GRAINGER, INC.	9160440096	Materials & Supplies - Gate Valves	Materials & supplies	309.04
60962	06/26/2024	W W GRAINGER, INC.	9161968533	Materials & Supplies - Gloves	Materials & supplies	767.70
60962	06/30/2024	W W GRAINGER, INC.	9168027978	Small Tools - PSI Gauges	Small tools & equipme	976.06
Vendor WWG01 - W W GRAINGER, INC. Total:						10,128.30

60963 06/26/2024 WATER SYSTEMS CONSULTING, INC. 9531 Prop 218 Professional Services Prof services FY24-0207 2,571.00

Vendor: WOO04 - WOODARD & CURRAN, INC.

60964	06/26/2024	WOODARD & CURRAN, INC.	235479	2023 Master Plan	Prof services	FY23-0008-R1	17,710.00
60964	06/24/2024	WOODARD & CURRAN, INC.	235480	Modifications to Task 3	Prof services	FY23-0150-R1	6,993.75
Vendor WOO04 - WOODARD & CURRAN, INC. Total:						24,703.75	
60965	07/02/2024	ZWORLD GIS, LLC	2024-0177	GIS Support Services	Outsd contracts	FY24-0042	4,500.00

TOTAL VENDOR PAYMENTS-CAMROSA

\$ 652,704.84

1414	07/02/2024	ACWA/JPIA	6-24PRME	Health, Dental & Vision Premium	Health, Dental, Vision	56,203.94
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Vendor: PER05 - CAL PERS 457 PLAN

DFT0005378	06/27/2024	CAL PERS 457 PLAN	INV0014953	Deferred Compensation	Deferred comp - ee pa	1,096.15
DFT0005379	06/27/2024	CAL PERS 457 PLAN	INV0014954	Deferred Compensation	Deferred comp - ee pa	2,437.00
DFT0005381	06/27/2024	CAL PERS 457 PLAN	INV0014957	Deferred Compensation	Deferred comp - ee pa	300.00
Vendor PER05 - CAL PERS 457 PLAN Total:						3,833.15

DFT0005374	06/27/2024	COLONIAL SUPPLEMENTAL INS	INV0014949	Colonial Benefits	Colonial benefits	106.70
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DFT0005350	06/27/2024	EMPLOYMENT DEVELOP. DEPT.	INV0014914	Payroll-SIT	P/R-sit	5,624.27
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DFT0005380	06/27/2024	Empower Annuity Ins Co of America	INV0014955	Deferred Comp 457	Deferred comp - ee pa	150.00
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Vendor: HEA02 - HealthEquity

DFT0005384	06/27/2024	HealthEquity	INV0014961	HSA-Employee Contribution	HSA Contributions Pay	148.08
DFT0005385	06/27/2024	HealthEquity	INV0014962	HSA Contributions	HSA Contributions Pay	50.00
Vendor HEA02 - HealthEquity Total:						198.08

1413	06/27/2024	LINCOLN FINANCIAL GROUP	INV0014956	Deferred Compensation	Deferred comp - ee pa	2,849.07
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1412	06/27/2024	LINCOLN FINANCIAL GROUP	INV0014975	Profit Share Contribution	Profit share contributic	3,019.74
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DFT0005382	06/27/2024	PUBLIC EMPLOYEES	INV0014959	PERS-Retirement	P/R-state ret.	21,580.78
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Vendor: SEC03 - SYMETRA LIFE INS CO.

DFT0005386	06/27/2024	SYMETRA LIFE INS CO.	INV0014963	Life Insurance	Life ins.	305.5
Vendor SEC03 - SYMETRA LIFE INS CO. Total:						305.5

Vendor: UNI10 - UNITED STATES TREASURY

DFT0005347	06/27/2024	UNITED STATES TREASURY	INV0014911	FIT	P/R-fit	13,374.30
DFT0005348	06/27/2024	UNITED STATES TREASURY	INV0014912	Payroll-Social Security Tax	P/R - ee social security	570.40
DFT0005349	06/27/2024	UNITED STATES TREASURY	INV0014913	Payroll- Medicare Tax	P/R - ee medicare	3,777.42

Vendor UNI10 - UNITED STATES TREASURY Total: 17,722.12

60914	06/27/2024	UNITED WAY OF VENTURA CO.	INV0014948	Charity-United Way	P/R-charity	20.00
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Vendor: UNU01 - UNUM LIFE INSURANCE

1415	06/27/2024	UNUM LIFE INSURANCE	INV0014964	Lont Term Disability	Ltd ins.	1,291.39
1415	06/27/2024	UNUM LIFE INSURANCE	INV0014976	Short Term Disability	P/R-std ins.	300.59

Vendor UNU01 - UNUM LIFE INSURANCE Total: 1,591.98

TOTAL PAYROLL VENDOR PAYMENTS-CAMROSA

\$ 113,205.33

Board Memorandum

July 11, 2024

To: General Manager

From: Kevin Wahl, Director of Operations

Subject: Annual Purchase Orders Associated with Line Items in the Fiscal Year 2024-25 Budget

Objective: Approve annual purchase orders associated with approved line items in the Fiscal Year (FY) 2024-25 budget.

Action Required: It is recommended that the Board of Directors:

- 1) Authorize the General Manager to issue a purchase order to Ventura Regional Sanitation District (VRSD), in an amount not to exceed \$300,000.00 from the FY 2024-25 operating budget, for sewer maintenance and cleaning services, and
- 2) Authorize the General Manager to issue a purchase order to WBI, Inc., in an amount not to exceed \$113,316.00 from the FY 2024-25 operating budget, for dewatering of the biosolids drying beds, and
- 3) Authorize the General Manager to issue a purchase order to Synagro West, LLC, in an amount not to exceed \$120,000.00 from the FY 2024-25 operating budget, for the removal of biosolids from the CWRf, and
- 4) Authorize the General Manager to issue a purchase order to Zebron, Inc., in an amount not to exceed \$200,000.00 from the FY 2024-25 operating budget, for the rehabilitation and coating of District sewer manholes, and
- 5) Authorize the General Manager to spend up to \$450,000.00 from the FY 2024-25 budgeted amount for the purchase of meters and related equipment.

Discussion:

VRSD - Camrosa utilizes VRSD as needed for both routine and emergency wastewater collection services. VRSD has been engaged to clean two-thirds of the District's collection system each year. In addition to this routine cleaning, VRSD provides emergency services related to the Camrosa Water Reclamation Facility (CWRf) and sewer lift stations. The existing multi-year agreement is set to expire June 30, 2027.

WBI - The CWRf produces over 1,600 tons of biosolids as a byproduct of wastewater treatment. The CWRf drying beds often reach their capacity during wet periods of the year and need to be emptied. To accomplish this, WBI, Inc. will bring a belt press to dewater the existing biosolids and stockpile it for offsite hauling. WBI, Inc. has been providing a turnkey solution for the biosolids dewatering operation for the past 18 years. WBI, Inc. has been a reliable service provider and staff recommends entering into a one-year agreement.

Synagro West, LLC. - The dried biosolids that CWRP produces throughout the year need to be hauled off site and properly recycled on a regular basis. Camrosa currently has a five-year contract with Synagro West, LLC that is set to expire December 31, 2028.

Zebron - As part of maintaining our sewer collection system, manholes and wet wells need to be systematically rehabilitated. Manholes can be physically damaged by road traffic and agricultural work, but they also deteriorate over time due to sewer gases and root intrusion. All of this leads to unnecessary water infiltration that puts an undue influent demand on the CWRP. Zebron, Inc. repairs the internal concrete damage with gunite or hand-applied mortar and then applies a proprietary epoxy topcoat of polyurethane. This protects the repaired concrete from damage caused by sewer gases and reduces infiltration. Zebron, Inc., has been the contractor for past rehabilitation work.

Meters & Replacement Related Equipment - There are approximately 9,000 water meters in use throughout the District. It is our goal to reduce lost revenue by routinely replacing aging and damaged meters and related equipment. This budgeted amount allows the District to replace approximately 10% of those meters annually in support of that goal.

Each of the aforementioned expenditures is an approved operations line item in the FY 2024-25 operating budget.

Attachments:

- VRSD Agreement
- WBI, Inc. Agreement
- Synagro West Agreement
- Zebron Agreement

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

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

THIS AGREEMENT is made and entered into this 23 day of June, 2022 by and between CAMROSA WATER DISTRICT, a municipal water district formed pursuant to California Water Code §71000 et seq., hereinafter ("CLIENT"), and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code §4700 et seq. ("VRSD"). Together, CLIENT and VRSD shall be referred to herein as Parties.

RECITALS

A. CLIENT is the owner and operator of a wastewater collection system, treatment plant, and effluent storage pond, effluent distribution pipe, and the Camarillo Sanitary District diversion structure, which are referred to collectively herein as "FACILITIES" and located in the Ventura County Area; and

B. CLIENT desires to enter into an agreement with VRSD for regular and emergency maintenance services for its Wastewater Facilities, as well as other related services, hereinafter collectively referred to as "Services", in order to achieve operational economies and efficiencies; and

C. VRSD has the authority, pursuant to Health & Safety Code Section 4700 et seq. and Public Contract Code §20782, and capability to provide the requested Services to the CLIENT and is willing to perform such services for the CLIENT.

NOW, THEREFORE, based upon the recitals above and valuable consideration, the mutual covenants, and promises set forth below, the Parties do hereby agree to abide by the following terms and conditions:

ARTICLE 1: RETENTION OF VRSD

1.1 VRSD agrees to provide services to CLIENT on the conditions set forth in this Agreement. CLIENT's Board of Directors shall administer this Agreement for CLIENT. It is expressly understood that the relationship between CLIENT and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of CLIENT.

1.2 VRSD shall assign a Staff Coordinator satisfactory to CLIENT to work directly with CLIENT in connection with VRSD's services to be performed under this Agreement. Such assignment shall be made by written notice to CLIENT.

1.3 VRSD accepts the relationship of trust and confidence established between VRSD and CLIENT by this Agreement. VRSD agrees to furnish efficient business administration, personnel services, and superintendence and to use its best efforts to perform the work in the most expeditious and economical

manner consistent with the public interest and applicable federal, state and local regulations. VRSD shall provide the Services described in Article 2: Scope of Services within the limitations of an annual written Proposed Customer Budget total approved by both Parties prior to the beginning of each fiscal year.

1.4 The Parties acknowledge that CLIENT retains exclusive authority and budgetary discretion relating to the funding of CLIENT's operation and maintenance, including provision for acquiring, repairing, maintaining and replacing CLIENT's existing equipment, structures and facilities and installation of new equipment, structures and facilities. Nothing in this Agreement shall prohibit or otherwise prevent CLIENT from performing various routine maintenance or emergency services outlined in this Agreement with CLIENT's personnel or other contract service providers.

1.5 The parties acknowledge that CLIENT intends to maintain funding and service requirements throughout the term of this Agreement at similar levels for operational service encompassed in the first year of this Agreement.

ARTICLE 2: SCOPE OF SERVICES

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

ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION

3.1 Effective Date

This Agreement shall commence on July 1, 2022 and shall terminate on June 30, 2027, unless extended in writing by mutual agreement of the Parties or terminated as hereinafter provided.

3.2 Termination without Cause

At any time, CLIENT or VRSD may terminate this contract for any reason by providing the other with a 120-day NOTICE in accordance with Article 13.

3.3 Termination for Default

(a) This agreement may be terminated by CLIENT upon the following terms and conditions:

CLIENT may terminate this agreement in the event of a material default by VRSD in any of VRSD's obligations hereunder. For purposes of this Agreement, a material default shall be defined as VRSD's failure to perform any of the obligations contained in Article 2 herein. Such termination by CLIENT shall be effective 60 days after VRSD's receipt of written notice from CLIENT specifying the default. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD

from liability for such default. In case of termination of this Agreement by CLIENT for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the effective date of the default.

(b) This agreement may be terminated by VRSD upon the following terms and conditions:

VRSD may terminate this agreement in the event of a material default by CLIENT in any of CLIENT's obligations hereunder. For purposes of this Agreement, a material default shall be defined as CLIENT's failure to perform any of the obligations contained in ARTICLE 5. Such termination by VRSD shall be effective 60 days after CLIENT's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of CLIENT shall not relieve CLIENT from liability for such default. In case of termination of this Agreement by VRSD for material default of CLIENT, VRSD shall be entitled to amounts actually earned as of the effective date of the default.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

CLIENT shall pay to VRSD the entire cost to VRSD of performing the services provided. CLIENT shall be billed only for costs incurred. For this Agreement, the entire cost to CLIENT shall include:

- a) For personnel services (for FY 2022-2023), the VRSD billing rate associated with the classification of each individual performing services, as shown in Exhibit "B" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Article 4.6 each year, thereafter.
- b) For purchase of supplies, equipment, and services, the actual cost of the plus a fifteen percent (15%) markup.
- c) For provision of equipment and machinery (for FY 2022-2023), the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs, as shown in Exhibit "B" Equipment & Supply (Consumable) Rates, attached and incorporated herein by reference. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Article 4.6 each year, thereafter.

4.2 Compensation for Services. VRSD shall submit a monthly statement for its services accompanied with a letter of explanation. CLIENT shall reimburse VRSD for expenses within 30 days of the receipt of the statement.

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

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

4.5 Examination of Records. VRSD agrees that CLIENT shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of VRSD and of all the transactions relating to this agreement.

4.6 Rates shown in Exhibit B shall be adjusted annually for inflation, in line with VRSD's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either CLIENT or VRSD may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties.

ARTICLE 5: CLIENT'S RESPONSIBILITY

5.1 CLIENT shall provide VRSD, without charge, any information available to CLIENT that is required in connection with services that are required of VRSD.

5.2 CLIENT does not assume and shall not be liable for the direct payment of any salary, wages, or other compensation to any VRSD personnel performing services hereunder or any liability other than that provided for in this agreement.

5.3 Except as herein otherwise specified, CLIENT shall not be liable for compensation for indemnity to any VRSD employee for injury or sickness arising out of his or her employment.

ARTICLE 6: INSURANCE

6.1 Commercial General Liability and Automobile Liability Insurance. VRSD shall provide and maintain the following commercial general liability and automobile liability:

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

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

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

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

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

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

references
of
Replace Contractor
with VRSD

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

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

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

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

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

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

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

6.9 VRSD shall not be responsible for damage or loss by any peril to FACILITIES and equipment owned by CLIENT other than as provided in Article 7.1.

ARTICLE 7: HOLD HARMLESS

7.1 Notwithstanding anything in this Agreement to the contrary or California Government Code §895.2, VRSD shall indemnify, defend, and hold CLIENT free and harmless from any fines levied by the RWQCB and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not

limited to, employees of CLIENT and damage to or destruction of property including, but not limited to, property of CLIENT; provided said fines, claims, demands, liability or loss arise out of the performance by VRSD of the services required hereunder and are caused by a negligent act or failure to act of VRSD.

7.2 Notwithstanding anything in this Agreement to the contrary or California Government Code §895.2, CLIENT shall indemnify, defend, and hold VRSD free and harmless from any fines levied by the RWQCB and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of VRSD and damage to or destruction of property including, but not limited to, property of VRSD; provided said fines, claims, demands, liability or loss are caused by a negligent act or failure to act of CLIENT. In this regard, CLIENT acknowledges the provisions of Article 1.4 and agrees to indemnify, defend and hold VRSD harmless from fines, claims, demands, liability or loss arising from CLIENT's failure to take action, or make budgetary provision, for the replacement of existing equipment, structures or FACILITIES, or the acquisition of new equipment, structures or FACILITIES.

ARTICLE 8: MODIFICATION & TERMS

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

ARTICLE 9: ASSIGNMENT

Neither party shall assign nor transfer its interest in this agreement without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

ARTICLE 10: ARTICLE HEADINGS

Article headings in this agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this agreement.

ARTICLE 11: PARTIAL INVALIDITY

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

ARTICLE 12: ATTORNEY FEES

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

ARTICLE 13: NOTICES

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

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

To VRSD: Chris, Theisen, General Manager
 VENTURA REGIONAL SANITATION DISTRICT
 4105 W. Gonzalez Road
 Oxnard, CA 93036-2748

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

ARTICLE 14: NO WAIVER

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

ARTICLE 15: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 16: FORCE MAJEURE

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

ARTICLE 17: DISPUTE RESOLUTION

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

after said request.

ARTICLE 18: AUTHORITY TO EXECUTE AGREEMENT

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

ARTICLE 19: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts which, taken together, shall be deemed one and the same document. The Parties' signatures to this Agreement transmitted by facsimile or electronic mail transmission shall be deemed binding.

[Signature Page to Follow]

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

VENTURA REGIONAL
SANITATION DISTRICT

By *Laura Hernandez*
Laura Hernandez (Jun 21, 2022 14:25 PDT)
LAURA HERNANDEZ
Chairperson, Board of Directors

CAMROSA WATER DISTRICT

By Tony
Stafford
Digitally signed by Tony Stafford
DN: cn=Tony Stafford, o=Camrosa
Water District, ou=General
Manager,
email=tonys@camrosa.com, c=US
Date: 2022.06.29 06:53:25 -0700
TONY STAFFORD
General Manager

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LLP

By Tamara Sexton
Digitally signed by Tamara Sexton
Date: 2022.06.28 16:40:05 -0700

By *Robert Kwong*
Robert Kwong (Jun 28, 2022 14:01 PDT)
ROBERT N. KWONG
Legal Counsel for VRSD

ATTEST:

By *Juliet Rodriguez*
Juliet Rodriguez (Jun 21, 2022 12:00 PDT)
JULIET RODRIGUEZ
Clerk of the Board

Exhibit "A"

CAMROSA WATER DISTRICT
Scope of Services

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

Water & Wastewater Facilities

1. Source Control

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

2. Sewer Collection System

- a. At most, CLIENT will request that VRSD to clean sixty-six percent (66%) of CLIENT's sewer collection system.
- b. Upon request by CLIENT, VRSD will provide emergency response service for CLIENT's sewer collection system at any time of day or night. Costs for such services will be billed at VRSD emergency response rates as contained in ARTICLE 4. Verbal authorization shall be accepted only in the case of emergency, and must be followed up within 5 working days with the usual written authorization regarding provision of service and funding at VRSD current rates.

3. National Pollutant Discharge Elimination System (NPDES) Sampling and Analysis. VRSD will perform NPDES-permit related sampling analysis and reporting on the FACILITIES to CLIENT as requested, and as related to any sewer spills or Sanitary Sewer Overflows.
4. Other Services. VRSD will perform other services related to the CLIENT's FACILITIES as requested and deemed necessary by CLIENT, in consultation with VRSD.
5. Monthly Report. VRSD shall furnish a monthly report to CLIENT reflecting the activities of VRSD under this Agreement for the preceding month.
6. Ordinance/Policy Review. VRSD will provide administrative support to CLIENT for updating CLIENT's industrial waste and sanitary service ordinance, sanitary system management plan, and other wastewater policies as requested in writing by CLIENT.

EXHIBIT B
VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
CA	110	Human Resources Technician	\$85	\$128	\$58	\$87
CA	601	Fiscal Assistant	\$82	\$123	\$56	\$84
CA	605	Senior Fiscal Assistant	\$82	\$123	\$56	\$84
CA	208	Executive Assistant/Clerk of the Board	\$107	\$161	\$74	\$111
CA	112	Safety Officer	\$135	NA	\$96	NA
CA	607	Accountant	\$130	NA	\$79	NA
CA	608	Senior Accountant	\$130	NA	\$117	NA
CA	111	Human Resources Manager	\$146	NA	\$102	NA
CA	502	Director of Finance	\$209	NA	\$153	NA
CA	501	General Manager	\$234	NA	\$172	NA
OPERATIONS			Hourly	OT	Hourly	OT
Div.	Pos.	Title				
WWW	209	Office Assistant	\$84	\$126	\$128	\$192
WWW	207	Administrative Assistant	\$84	\$126	\$128	\$192
WWW	909	W/WW Helper	\$82	\$123	NA	NA
WWW	908	W/WW Worker	\$101	\$152	\$142	\$213
WWW	911	Electrical/Mechanical Worker	\$110	\$165	\$154	\$231
WWW	916	W/WW Operator in Training	\$110	\$165	\$154	\$231
WWW	905	W/WW Treatment Operator I	\$110	\$165	\$154	\$231
WWW	906	W/WW Treatment Operator II	\$110	\$165	\$154	\$231
WWW	910	W/WW Treatment Operator III	\$110	\$165	\$154	\$231
WWW	913	W/WW Treatment Operator IV	\$110	\$165	\$154	\$231
WWW	914	W/WW Treatment Operator V	\$110	\$165	\$154	\$231
WWW	450	Environmental Resource Analyst	\$127	\$191	\$191	\$287
WWW	901	Instrumentation Technician	\$128	\$192	\$164	\$246
WWW	915	Electrical & Instrumentation Control Supervisor	\$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	\$139	NA	\$161	NA
WWW	723	W/WW Operations Superintendent	\$156	NA	NA	NA
WWW	950	Operations Manager	\$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	\$110	\$165	\$154	\$231
SW	314	Engineering Technician	\$128	\$192	\$164	\$246
SW	320	Engineer	\$139	NA	\$161	NA
SW	315	Senior Engineer	\$139	NA	\$161	NA
SW	319	Senior Engineering Technician	\$139	\$209	\$164	\$246
SW	506	Director of Operations	\$166	NA	\$138	NA

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

All Other Services, Materials and Supplies 15%

EXHIBIT B

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

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Air Compressor				\$154.50		
Airless Sprayer Epic 660E				\$54		
Bulldog Nozzle		\$39				
Chlorine Residuals, Field Tests		\$6				
Coatings & Linings - Hand Tools				\$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				\$77.25		
Compressor, Air				\$154.50		
Computer, Laptop				\$77.25		
Concrete Mixer				\$77.25		
Confined Space Tripod/Harness System w/air blower				\$77.25		
Debris Catcher				\$39		
Digital Manometer		\$1.55				
Epoxy Injection Machine				\$479		
Fleet Vehicle Use (mileage)	\$1.55					
Fuel Filtering System				\$85		
Gas Analyzer (GEM)						\$352
Gas Scope (meter)		\$31				
Generator - 2kw				\$39		
Generator - 5kw				\$39		
Generator - 70kw				\$154.50		
Grunfos Control Box		\$23				
Laptop computer				\$77.25		
Laser Alignment Equipment				\$116		
Lateral Camera (use = each lateral)		\$154.50				
Load Bank				\$70		
Locator (or metal detector)				\$39		
Manhole Rehab Equipment = \$100.40/vertical foot		\$100.40/vft				
Metal Detector (Locator)				\$39		
Meter - Electrical Conductivity		\$8				
Meter - QED Flow Cell Meter		\$31				
Mule (ATV)						\$433
Oil System				\$62		
Peristolic Pump		\$31				
pH, Field Tests		\$8				
Polymixer						\$201
Portable Hydorrodder				\$579		
Portable Welder				\$31		
Pressure Washer			\$8	\$62		
Pressure Washer - High Pressure/Hot Water				\$85		

EXHIBIT B

**VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023**

EQUIPMENT	CHARGE					
	Mile	Use	Hour	Day	Week	Month
Pulse Air System				\$85		
Pump - 3" Pump				\$62		
Pump - 4" Godwin				\$154.50	\$865	\$3,476
Pump - 4" Trailer-Mounted Pump				\$93	\$519	\$2,086
Pump - Dewatering Pump (Potable)				\$77.25	\$232	\$618
Pump - Diaphragm Pump				\$154.50	\$865	\$3,476
Pump - King Pump				\$154.50	\$865	\$3,476
Pump - Trash Pump, 6"				\$154.50	\$865	\$3,476
Pumper Trailer				\$77.25		
Push Camera				\$116		
Root Saw or Chain Scraper				\$39		
Sampler - Automatic (ISCO)		\$46				
Sandblaster				\$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				\$46-\$201		
Sprayer, Airless and Manhole				\$155		
Sprayer, Extreme Airless				\$386		
Test Bench, Water (Ford)						\$386
Traffic Control Items (cones/signs)				\$46		
Vactor with Chase Truck (for traffic control) *			\$116	\$892		
Vactor without Chase Truck *			\$96	\$850		
Vacuum Truck *				\$487		
Vehicle - MULE (all terrain vehicle)						\$433
Vehicle - Standby Truck w/crane, pump, & tank		\$39				
Vehicle or Forklift				\$39		
Vehicle #2148 (Assigned to TWSD)						\$839
Vehicle #2149 (Assigned to TWSD)						\$1,597
Vehicle #2131 (Assigned to TWSD)						\$639
Video Inspection Vehicle (TV Van) *				\$487		
Water line depth sounder		\$3				
Water Trailer (250 Tank)				\$93		
Well Control Box (pump controller-QED)		\$15				

* Hourly/Daily rate does not include fuel surcharge.

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

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 5. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 through 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: W.B.I. Inc.
526 Kingwood Dr. #279
Kingwood, TX 77339

DATE: July 11, 2024

Agreement No. 2025-39

The undersigned Contractor offers to furnish the following:

Provide dewatering pressing services for Camrosa at the Camrosa Water Reclamation Facility, per proposal dated 06/06/2024.

Contract price \$: Per Attached Proposal, not to exceed \$113,316.00.

Contract Term: July 11, 2024 – June 30, 2025

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Camrosa Water District

Contractor: W.B.I. Inc.

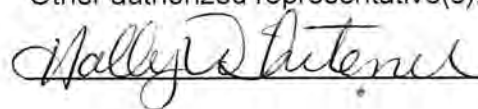
By: _____
Norman Huff

By: 
Thomas R. Whitener

Title: General Manager

Title: President

Other authorized representative(s):

Other authorized representative(s):


Workers' Compensation Insurance - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and immediately defend Camrosa Water District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including, but not limited to, Camrosa Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Camrosa Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Camrosa Water District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Camrosa Water District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct of Camrosa Water District or its directors, officers, employees, or authorized volunteers; and
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor; and
- c. **Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party; and**
- d. Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Camrosa Water District or its directors, officers, **employees, or authorized volunteers, notwithstanding whether Contractor's liability is or can be established Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by Camrosa Water District, or its directors, officers, employees, or authorized volunteers.**

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Camrosa Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Camrosa Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Camrosa Water District engineer, the Contractor shall bear all costs arising therefrom.

Safety - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (scheduled autos)
3. Insurance Service Office (ISO) Excess Liability (if necessary)

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

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Camrosa Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in **a written contract or agreement**) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

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

1. Camrosa Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13, specifically naming all of the District parties required in this **agreement, or using language that states "as required by contract"**. All subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
2. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and

Camrosa Water District insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Camrosa Water District.
6. Such liability insurance shall indemnify the Contractor and his/her subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Camrosa Water District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Camrosa Water District. At the option of Camrosa Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Camrosa Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds.

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

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

Contractor shall assume the immediate defense of and indemnify and save harmless Camrosa Water District and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Camrosa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Camrosa Water District a certificate of insurance (Acord Form 25-**S or equivalent**) **signed by the insurer's representative evidencing the coverage** required by this agreement. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations

or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-8 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

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

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

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

Camrosa Water District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by Camrosa Water District.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Contractor, specifying the effective date of termination.

W.B.I. Inc.

526 Kingwood Dr. #279, Kingwood, TX. 77339
Ofc. 713-907-7200 Fax

To: Camrosa Water
1900 Lewis St.
Camarillo, Cal. 93012
Fax: 805-987-4797
Ofc: 805-469-6401

Attn: Mr. Kevin Wahl

Date: 6/6/2024

Gentlemen,

Thank you for your inquiry. The following is an agreement for dewatering five (5) drying beds @ 2% sludge (Total 1,000,000 gallons) for the years 2024 - 2025. The net cost for processing will be \$113,316.00 (One Hundred-thirteen thousand three hundred sixteen). This proposal is good for forty-five (45) days.

WBI Inc. will supply:

1-Polymer pump for polymer solution.
1-Sludge pump
1 Water booster pump.
1-60 ft.-2" Water hose for booster pump
1-60 ft.-4" Suction hose for the sludge pump
1-60 ft.-4" Drain line for the filtrate
1-60-ft. #8 Electrical cable for 480 volts hook up.
1- Belt press
Polymer
Operator for front end loader
WBI Inc. will furnish copies of insurance by fax or E-mail.

Insurance: Camrosa will furnish all liability insurance required and Workmen's compensation for their employees.

Terms for lease

Terms for lease:

Camrosa Water will supply:

Clean water source [min. 80 gpm @70 psi.

Stable and level site for trailer.

Front- end Loader, Fuel

Camrosa to pay if any taxes, permits, lab work, penalties.

To accept these agreements please issue a purchase order number or name.

If you have any questions, please call me at office 713-907-7200.

Sincerely,

Thomas R. Whitener

Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797

Some of the important terms of this agreement are printed on pages 2 through 5. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 through 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Synagro West, LLC
435 Williams Court, suite 100
Baltimore, MD 21220

DATE: January 12, 2023

Agreement No. 2023-98

The undersigned Contractor offers to furnish the following:

Provide transportation and reuse through composting of biosolids material from Camrosa's Water Reclamation Facility, located at 1900 South Lewis Rd., Camarillo, California, as outlined in the attached proposal dated December 9, 2022.

Contract price \$: \$63.80 per wet ton, plus industry standard indexed fuel surcharge
Thereafter per wet ton adjusted annually based on CPI index

Contract Term: January 12, 2023 - December 31, 2028

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Camrosa Water District

Contractor: Synagro West, LLC

By: **Tony Stafford**
Digitally signed by Tony Stafford
DN: cn=Tony Stafford, o=Camrosa Water District, ou=General Manager,
email=tonys@camrosa.com, c=US
Date: 2023.01.13 08:51:08 -08'00'

Tony L. Stafford

By: 

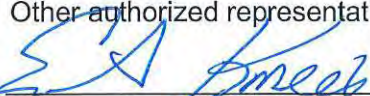
Roosevelt Davis

Title: General Manager

Title: Director Contract Operator

Tamara Sexton Digitally signed by Tamara Sexton
Date: 2023.01.13 09:05:52 -08'00'

Other authorized representative(s):

Other authorized representative(s):


Workers' Compensation Insurance - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and immediately defend Camrosa Water District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Camrosa Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Camrosa Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Camrosa Water District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work of the Contractor to be performed under this agreement, however caused, regardless of any negligence of Camrosa Water District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct of Camrosa Water District or its directors, officers, employees, or authorized volunteers; and
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor; and
- c. Any and all losses, expenses, damages (including damages to the work itself), reasonable attorneys' fees, and other costs, including all costs of defense, which Camrosa Water District may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including reasonable attorneys' fees, incurred by the indemnified parties in any lawsuit arising out of Contractor's work to which they are a party; and
- d. Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that arise out of Contractor's work, and are brought or instituted against Camrosa Water District or its directors, officers, employees, or authorized volunteers, notwithstanding whether Contractor's liability is or can be established Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by Camrosa Water District, or its directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Camrosa Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceeding arising out of Contractor's work.

Contractor shall reimburse Camrosa Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Camrosa Water District engineer, the Contractor shall bear all costs arising therefrom.

Safety - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
3. Insurance Service Office (ISO) Excess Liability (if necessary)

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

1. General Liability - Five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Camrosa Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Five million dollars (\$5,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

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

1. Camrosa Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states "as required by contract". All subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13); liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Camrosa Water District, its directors, officers, employees, or authorized volunteers.

2. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and Camrosa Water District insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Camrosa Water District.
6. Such liability insurance shall indemnify the Contractor and his/her subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Camrosa Water District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Camrosa Water District. At the option of Camrosa Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

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

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

Contractor shall assume the immediate defense of and indemnify and save harmless Camrosa Water District and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Camrosa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Camrosa Water District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include (1) attached additional insured endorsements with

primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-8 above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

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

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

Subcontractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

Camrosa Water District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances. Any requests for such modifications shall be made in writing and mutually agreed upon.

Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by Camrosa Water District.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Contractor, specifying the effective date of termination.

DECEMBER 9, 2022

Ian Prichard AGM

Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Phone: 805.256.0949
IanP@camrosa.com

Dear Ian,

Synagro looks forward to extending our contract with the Camrosa Water District for beneficial use composting at Liberty Composting facility in Lost Hills, CA, for biosolids management. Synagro will continue performing the scope of work currently provided for biosolids management. The five-year extension dated January 1, 2023, initiating at the revised rate of \$63.80/Wet Ton plus the industry standard indexed fuel surcharge and index CPI on the contract initiation date going forward. Synagro expects the indexed adjust to be sufficient with exception to Change in Law or Emergency Circumstance that would dictate a required change.

The Fuel Surcharge formula is shown below along with an Excel model example for additional understanding. Also, see below the formula for the CPI

Fuel Surcharge Increase Formula:

Distance Multiplier X (EIA fuel cost per Gallon [See Index] – Base Fuel Price [\$4.758] X Tons of Biosolids Managed (24-ton load)

CPI Shall be Adjusted as Follows:

All Agreement Prices shall be adjusted annually beginning on January 01, 2024, based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Los Angeles-Long Beach-Anaheim, CA with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$((\text{Current Index} - \text{Base Index}) / \text{Base Index}) * 100 = \text{CPI}$$

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Should you have any questions or comments please feel free to contact me at 323-843-7265 or via email at robertford@synagro.com.

Sincerely,

Robert Ford

Robert Ford

Business Development Manager

Reference: Attached Excel Model – Fuel Surcharge & CPI



CPI Calculation Spreadsheet

Customer: Camrosa
 Contract:
 CPI Area: Los Angeles-Riverside-Orange County, CA
 Base Month: 1-Jan

CPI Calculation $((\text{current index} - \text{base index}) / \text{base index}) * 100 = \text{CPI}$

	Example
Base Index	114.682
Current Index	123.262

(Current Index - Base Index) 8.58
 (Sum / Base Index) 0.0748
 (Sum x 100) 7.48
 CPI Multiplier 1.00
 (Sum + 1)(MULTIPLIER BELOW) 1.0748

	Current	New
Item 1	\$ 63.80	\$ 68.57

Fuel Reference			Camrosa	
EIA Retail On-Highway Diesel Prices - California http://www.eia.gov/petroleum/gasdiesel/			Round Trip Miles	340
			MPG	5.5
			Min Tons Per Trip	24
Week	Week Avg/Gal	Month Avg/Gal		Liberty
6/6/2022	\$ 6.83			
6/13/2022	\$ 6.89			
6/20/2022	\$ 6.92			
6/27/2022	\$ 6.86			
		\$ 6.87		5.45
7/4/2022	\$ 6.78			
7/11/2022	\$ 6.67			
7/18/2022	\$ 6.52			
7/25/2022	\$ 6.39			
		\$ 6.59		4.71
8/1/2022	\$ 6.27			
8/8/2022	\$ 6.10			
8/15/2022	\$ 6.02			
8/22/2022	\$ 6.03			
8/29/2022	\$ 6.20			
		\$ 6.12		3.51
9/5/2022	\$ 6.17			
9/12/2022	\$ 6.16			
9/19/2022	\$ 6.15			
9/26/2022	\$ 6.11			
		\$ 6.15		3.58

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 5. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 through 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Zebron, Inc.
PO Box 2874
Newport Beach, CA 92659

DATE: July 1, 2024
Agreement No. 2025-35

The undersigned Contractor offers to furnish the following:

Perform repair services for internal concrete damage and application of Zebron coating topcoat to sewer manholes for Camrosa Water District. Installation of manhole rings may be installed to raise the manholes that are in low-lying areas, if necessary. Work to be coordinated in advance on an as needed basis.

Contract price \$: Time and materials including negotiated proposals per specific job.

Contract Term: July 1, 2024 – June 30, 2025

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Camrosa Water District

Contractor: Zebron, Inc.

By: _____
Norman Huff

By: _____
Gregory Hex

Title: General Manager

Title: Vice President

Other authorized representative(s):

Other authorized representative(s):

Workers' Compensation Insurance - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and immediately defend Camrosa Water District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including, but not limited to, Camrosa Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Camrosa Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Camrosa Water District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Camrosa Water District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct of Camrosa Water District or its directors, officers, employees, or authorized volunteers; and
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor; and
- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party; and
- d. Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Camrosa Water District or its directors, officers, employees, or authorized volunteers, notwithstanding whether Contractor's liability is or can be established Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by Camrosa Water District, or its directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Camrosa Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Camrosa Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Camrosa Water District engineer, the Contractor shall bear all costs arising therefrom.

Safety - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
3. Insurance Service Office (ISO) Excess Liability (if necessary)

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

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Camrosa Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

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

1. Camrosa Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13, specifically naming all of the District parties required in this agreement, or using language that states "as required by contract". All subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
2. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and

Camrosa Water District insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Camrosa Water District.
6. Such liability insurance shall indemnify the Contractor and his/her subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Camrosa Water District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Camrosa Water District. At the option of Camrosa Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Camrosa Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds.

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

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

Contractor shall assume the immediate defense of and indemnify and save harmless Camrosa Water District and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Camrosa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Camrosa Water District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations

or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-8 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

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

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

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

Camrosa Water District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by Camrosa Water District.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Contractor, specifying the effective date of termination.

Board Memorandum

July 11, 2024

To: General Manager
From: Terry Curson, District Engineer
Subject: Public Works Contract Inspection Services

Objective: Outsource construction inspection services.

Action Required: It is recommended that the Board of Directors authorize the General Manager to enter into an agreement and issue a purchase order with Cannon Corporation, in an amount not to exceed \$282,052.00, for on-call inspection services.

Discussion: Camrosa utilizes Cannon Corporation to perform inspection services for construction projects, various development projects, and operational inspections. This contractual arrangement has worked out well and staff recommends continuing these services on an annual basis through the end of Fiscal Year (FY) 2024-25.

The District has an extensive workload in place with several projects underway and more projects expected after the completion and adoption of the Master Plan. These projects require observation and inspection to ensure projects are built in accordance with the contract plans, specifications, and District Standards. Below are a few projects in progress and pending:

- CWRP Dewatering Press
- Sampling Stations
- Sewer Hotspots refurbishment
- University Well Rehabilitation
- Street valve and manhole raising
- AG 3 Tank Replacement
- Camino Ruiz Development

The not-to-exceed amount in Cannon’s proposal is based on part-time status; the District will adjust the inspector’s hours week-to-week based on the current workload.

California Public Contract Code requires that contracted construction inspectors assigned to public works projects be paid at the prevailing rate established by the Department of Industrial Relations. Projects not directly classified as public works, such as residential developments, can be paid at a non-prevailing wage rate.

Cannon submitted a fee schedule as follows and is compared to last fiscal year’s rate:

Job Description	Wage Classification	FY2023-24 Rate/Hr.	FY2024-25 Rate/Hr.
Project Inspector II	Non-Prevailing Wage	\$136.00	\$152.00
Project Inspector II	Prevailing Wage	\$145.00	\$168.00

The rate includes the consultant's burden, insurance, vehicle, and mileage costs. The District Engineer will be the point of contact for the contract inspector and will coordinate capital, development, and operational projects, as needed, as well as oversee and manage the inspector's time and wage classifications payments.

Funding is available from the District's FY2024-25 Operating Budget and within the current capital projects.

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Cannon Corporation
1050 Southwood Drive
San Luis Obispo, CA 93401

DATE: July 11, 2024

Agreement No.: 2025-61

The undersigned Consultant offers to furnish the following: on-call construction inspection and general engineering support services on an as-needed basis.

Contract price \$: Per construction management and inspection rates (attached)
Not to exceed \$282,052.00.


Contract Term: July 14, 2024 – June 30, 2025

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: Cannon Corporation

By: _____
Norman Huff

By: 
Patrick Riddell, PE

Title: General Manager

Title: Director, Construction Management Services

Date: _____

Date: 7/2/2024

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. Indemnification: To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including **reasonable attorney's fees and costs, arising from** negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. Coverage: Coverage shall be at least as broad as the following:
 1. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability - (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance with limit of no less than \$1,000,000 per** accident for bodily injury or disease.
 4. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. Professional Liability - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- d. If Claims Made Policies:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant **must purchase "extended reporting"** coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- b. Primary Coverage: For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. **Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.**
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. **Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.**

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.



June 25, 2024

Mr. Terry Curson, PE
District Engineer
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

PROJECT: CAMROSA WATER DISTRICT - ON-CALL INSPECTION SERVICES - COST PROPOSAL

Dear Mr. Curson:

Thank you for the opportunity to submit a cost proposal to provide continued inspection and construction administrative tasks for the scope of work shown below. We have based this scope of work on our recent correspondence and experience working with Camrosa Water District (District).

SCOPE OF WORK

1. General Construction Inspection
 - a. Capital Improvement Projects
 - b. Operations Projects
 - c. Development Projects

2. Assist with other inspection related services as requested by the District.

It is our understanding that this agreement will begin July 1, 2024 and end June 30, 2025. We understand that 85% of the time will be utilized to inspect Capital Improvement projects, 5% of the time will be utilized to inspect Operations projects, and the remaining 10% reserved for inspection of Development and Other projects. The hourly rates for inspecting Capital Improvement and Operations projects will be classified under prevailing wage rates while inspecting development and other related projects will be classified under non-prevailing wage rates.



Cannon will provide a Construction Inspector that would be working directly with Camrosa Water District to provide inspection services and report onsite observations. The total cost for this proposal is not-to-exceed \$282,052. Please see our attached staffing plan for a detailed labor breakdown and rate schedule.

Sincerely,

A handwritten signature in blue ink that reads "Nik Boas" with a horizontal line extending to the right.

Nik Boas, PE
Senior Resident Engineer



STAFFING PLAN AND COST ESTIMATE

					2024						2025						Est.	Estimated
					July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Hours	Cost
Role	Project Type	Labor Type	Rate Distribution	Rate per Hour														
Construction Inspector III	Capital Improvements	Prevailing Wage	85%	\$168.00	119	119	119	119	119	119	119	119	119	119	119	119	1428	\$239,904
Construction Inspector III	Operations	Prevailing Wage	5%	\$168.00	7	7	7	7	7	7	7	7	7	7	7	7	84	\$14,112
Construction Inspector III	Development	Non-Prevailing Wage	10%	\$152.00	14	14	14	14	14	14	14	14	14	14	14	14	168	\$25,536
Total Estimated Hours					140	140	140	140	140	140	140	140	140	140	140	140	1680	
Total Estimated Cost of Labor																	\$279,552	
		Basis															Estimated	
Reimbursables		Misc. reimbursable, field materials, photo copies, software															\$ 2,500.00	
Total Estimated Direct Expenses																	\$2,500.00	
Total Estimated Cost of Inspection Services																	\$282,052	

Note: Pricing assumes part time inspection services or on an as-needed basis but to not exceed 1680 total hours.



ACCEPTANCE OF PROPOSAL

Proposal Date:	June 25, 2024
Client:	Camrosa Water District
	Terry Curson, PE
	7385 Santa Rosa Road
	Camarillo, CA 93012
Project:	Camrosa Water District On-Call Inspection
Scope of Work:	Construction Inspection/ Observation
Estimated Fees:	\$282,052

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter dated June 25, 2024.

Client: Camrosa Water District Cannon

X

Terry Curson, PE District Engineer	Patrick R. Riddell, PE Director, Construction Management
---------------------------------------	---

Date:

Board Memorandum

July 11, 2024

To: General Manager

From: Terry Curson, District Engineer

Subject: **Renewal of Geographical Information Systems (GIS) Contracted Support Services**

Objective: Renew annual GIS Contracted Support Services with ZWorld.

Action Required: Authorize the General Manager to enter into an annual agreement and issue a purchase order with ZWORLD GIS in an amount not to exceed \$54,000.00 for GIS Services and related tasks.

Discussion: Since July 2022, the Board approved outsourcing of GIS services with ZWorld on an annual basis. Staff indicated that at the expiration of the contract, an evaluation would be made based on performance, as whether to renew the contract for an additional year. Staff is pleased to report ZWorld's performance in providing GIS support services to the District has been excellent. These services have included, but are not limited to:

- Migration from MapGIS to GIS Web Viewer.
- Staff training for GIS Web Viewer.
- GIS Maintenance/Program Support – Maintenance of the District's online and on-premises GIS environments.
- GIS Application Support – ArcGIS Desktop, ArcGISPro, Collector, FieldMaps, and 3rd party apps (Workflow Management, DigSmart/DigAlerts).
- Mapping Support – Staff reports, publications & documents, project plans, media presentations as needed.

It is worth noting that ZWORLD has not raised its annual contract services cost to the District. Funding for these services are included in the approved Fiscal Year 2024-25 budget.

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: ZWORLD GIS
27 West Anapamu Street Suite 191
Santa Barbara, CA 93101

DATE: July 11, 2024
Agreement No.: 2025-60

The undersigned Consultant offers to furnish the following: GIS Support Services per proposal dated June 25, 2024 (attached).

Contract price \$: Not to exceed \$54,000 annually per proposal.

Contract Term: July 11, 2024 – June 30, 2025

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: ZWORLD GIS

By: _____
Norman Huff

By: _____
Zacharias Hunt

Title: General Manager

Title: GIS Manager

Date: _____

Date: _____

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. Indemnification: To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including **reasonable attorney's fees and costs, arising from** negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. Coverage: Coverage shall be at least as broad as the following:
 1. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability - (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance with limit of no less than \$1,000,000 per** accident for bodily injury or disease.
 4. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. Professional Liability - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 6. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- d. If Claims Made Policies:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant **must purchase “extended reporting”** coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- b. Primary Coverage: For any claims related to this project, the Consultant's **insurance coverage shall be primary** at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Consultant's** obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) **whose name(s) is (are) inserted on Page 1 as “other authorized representative(s).”**
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be **obtained at Consultant's expense, and Consultant will comply** with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. **Consultant's "other authorized representative(s)"** has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.

CAMROSA WATER DISTRICT
GIS SUPPORT SERVICES

June 25, 2024



Submitted to:

Joe Willingham
Information Technology Manager
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Submitted by:

ZWORLD GIS
27 West Anapamu Street Suite #191
Santa Barbara, CA 93101
Tel 805.448.1726
info@zworldgis.com

June 25, 2024

Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Re: GIS SUPPORT SERVICES

ZWORLD GIS is honored to provide a solution for the District's need for ongoing GIS Support. The attached submittal contains details on the GIS Support Services we provide and the particular approach we have designed for the District's GIS Program. The Camrosa Water District having developed GIS data within its various operations identifies the need for ongoing GIS Support Services for all District Mapping/GIS needs.

The Camrosa Water District has identified the need to continue deploying GIS solutions and maintain GIS data in support of the various operations within the District. These tasks include: GIS data development, GIS data maintenance, GIS application support, Mapping support, and District GIS program support. ZWORLD GIS works with supporting the Esri Products and Applications the District has in place, and can provide a cost effective solution for providing core functions and tasks for ongoing District GIS support.

ZWORLD GIS has proposed staff supplement services that provide a solution that addresses the immediate tasks of the District, while providing a solution for on-going support for maintenance of the GIS data and applications that provide the District with business GIS data that is updated and reliable for operational use. The fixed cost of the proposed contract services and not to exceed is \$54,000 for the annual on-going support of the District GIS.

Thank you for the opportunity to provide you with this proposal. ZWORLD GIS would welcome any opportunity to meet with District officials to discuss any District specific questions related to this proposal. We understand the importance of this project to the District and the local community. We look forward to talking with you at your convenience.

Sincerely,



Zacharias Hunt, MPA
Project Manager
ZWORLD GIS



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About ZWORLD GIS

GEOSPATIAL INFORMATION SYSTEMS



- Mapping**
- Needs Assessment & Strategic Planning**
- GIS Data Development**
- GIS Training**
- GIS Database Design & Development**
- GIS Application Development**
- Systems Integration**
- Project Management**
- Staff Supplement**
- Emergency Preparedness**

"Zacharias is highly expertised in GIS, but never ceases the exploration of new techniques and applications. He's got that rare capability to take control of the details while remaining flexible and creative, and always with the customer foremost in mind." - Lauren Moore, County of Santa Barbara

As a one of the leading service providers of geospatial data products and services in the Santa Barbara/Ventura region, we are cognizant of the crucial role that such information and technology plays in key decisions at all levels of government. ZWORLD GIS is committed to the highest quality and technical standards in this industry, and to supplying decision makers with reliable, accurate information that empowers decision making. This commitment is what sets ZWORLD GIS above others in the industry.

Our goal has been to combine cutting-edge technology with a team of key technical personnel with impressive career achievements and extensive experience in the field of Geospatial Technology and Mapping. ZWORLD GIS will be utilizing the latest approaches and best practices developed in the industry. ZWORLD GIS draws upon the 27 years of experience deploying GIS services, which included developing a GIS Strategic Plan for the County of Santa Barbara as well as the Channel Islands Regional Geographic Information System Collaborative. Being familiar with asset management, mobile field applications, engineering and design processes, legal policies and procedures, and GIS solutions, ZWORLD GIS is uniquely qualified to produce GIS data that is realistic and will assist with achieving business success for the Camrosa Water District.

ZWORLD GIS is a GIS consulting business located in Santa Barbara, California. We provide GIS services and solutions to both private and public organizations. ZWORLD GIS is an Environmental Systems Research Institute, Inc. (ESRI) centered business utilizing the ESRI suite of desktop, database, web, mobile and cloud product solutions and integration strategies related to geospatial data. We support small business needs of basic GIS data development, analyses, and cartographic needs, as well as large scale organizations that require enterprise advanced solutions to capture, store and disseminate information through a variety of application types and portals. With over 25 years of experience in the geospatial technology industry, ZWORLD GIS understands today's business needs within local government and municipalities. Whether the focus is on infrastructure and utility management, planning and land use, law enforcement, environmental and natural resource, emergency preparedness, or public safety, ZWORLD GIS has the experience and resources to meet your challenges with cost effective and scalable GIS solutions.

Background

The Camrosa Water District, organized under the California Water Code, was established on July 24, 1962. Construction of the initial waterworks facilities occurred from 1966 through 1969, and this installation forms the backbone of the potable water system in place today. The District's first customers were ranchers who took delivery of imported water directly from the newly constructed Calleguas pipeline that traversed the area. From these few irrigation customers in the sixties, the potable water distribution system has expanded steadily to serve approximately 35,000 residents, more than 3,000 acres of agriculture, and a host of businesses and light industry.

In 1981, potable water service was extended to the Camarillo State Hospital, and the District assumed the hospital's wastewater treatment plant. When first constructed in 1930, the wastewater plant was the first full-scale bio-filtration plant in the world. In 1997, the plant was rebuilt and expanded to a 1.5 million gallons per day (water reclamation facility). The CWRF, as it is known, produces tertiary-treated recycled water for irrigation use at California State University Channel Islands (CSUCI), the entity that inherited the hospital campus after it was closed in 1997.

In 1991, Camrosa's service area, like all of California, was in the midst of a severe drought. Imported water for agricultural use had diminished and groundwater levels were dropping. Treated wastewater from the City of Thousand Oaks's Wastewater Treatment Plant along Conejo Creek was envisioned to be a long-term solution to local shortages, and in 2002 construction was completed on the Conejo Creek Diversion Project, designed to provide 10,000 acre-feet a year of new non-potable surface water to meet irrigation needs. The area served by non-potable water has gradually increased to include deliveries to agricultural use in the Pleasant Valley County Water District (PVCWD) service area, to agricultural irrigators in the lower elevations of Santa Rosa Valley, and to community landscape areas in Leisure Village.

In 2014, after nearly a decade of planning, Camrosa completed construction on the Round Mountain Water Treatment Plant, a desalination facility that treats brackish (very salty) groundwater to drinking water levels. This desalter produces a million gallons of drinking water a day, offsetting about ten percent of the water Camrosa was importing when the plant came online. Camrosa

received \$2.3 million in state grant funding to help pay for this facility.



CAMROSA WATER DISTRICT

Incorporation Date: 1962

District Size: .31 sq. miles

DISTRICT PROGRAMS

The five District Departments include:

[Customer Accounts and Billing](#)

[Engineering and Operations](#)

[Finance](#)

[Water Resources and Regulatory Compliance](#)

The District serves more than 30,000 people and delivers more than 14,400 acre-feet of water each year. Camrosa delivers potable water, non-potable surface water and water reclaimed at its Water Reclamation Facility.

Wastewater collection services are provided in the central portion of the District and to CSUCI and County of Ventura.



Significance of Project

A District GIS can provide a framework for organizing data from many sources that relate to the District strategy development. GIS, with its data integration and visualization capabilities that foster collaboration, is the natural vehicle for an intra-organizational and interagency development of strategic plans. GIS improves operational response by centralizing data in many formats and from many sources and integrating it with other technologies such as web map applications. In addition, improved workflows create efficiencies in the decision making capability. A District GIS can strengthen the success of achieving and supporting many of the tasks and goals the District has established. In particular, the following tasks and goals can achieve a positive impact from GIS:

District Goals

To meet the current and future needs for water and sanitary services

District Goals

To deliver high quality products that are reliable, affordable and responsive

District Goals

To prudently manage and maintain the District’s assets, and finally

District Goals

To maintain public awareness and confidence and honor the public’s trust

Scope of Work – Mapping/GIS Services

GIS Data Development

This task will entail generating new GIS data from past databases for past calls and incidents on an internal Web Map. ZWORLD GIS is experienced with the necessary techniques needed to adequately capture the new GIS data and successfully create corresponding attribute (tabular) information. Either importing the scanned document and georeferencing for a digitizing process or projecting the correct vector data, ZWORLD GIS will create the new GIS format data, making it ready for applications and maps.

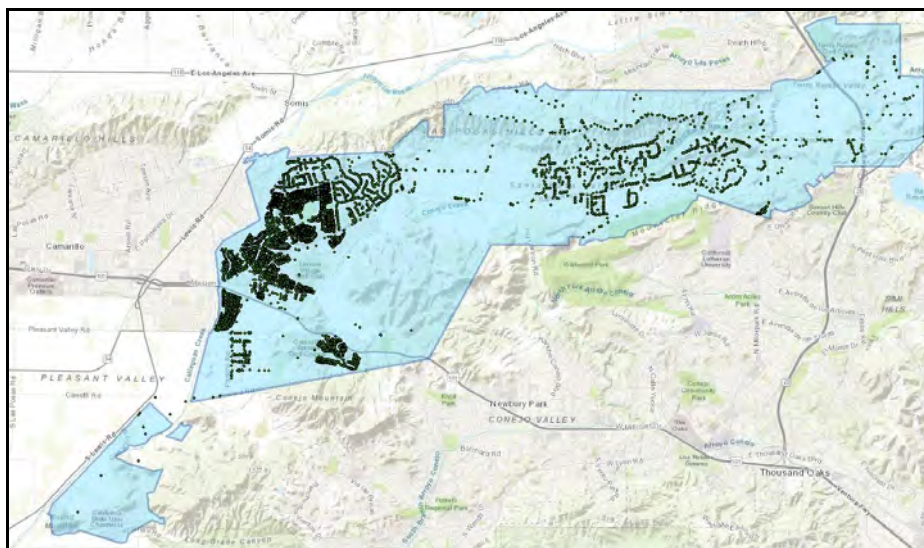
ZWORLD GIS can also generate new GIS data from using other source resources. If aerial imagery meets the agencies positional requirements, then structures that are photo-identifiable can be digitized. Survey documents that contain Coordinate Geometry (COGO) information, such as distance and bearings of pipes, can be used to develop the vector GIS data. Tabular data that contains X,Y values such as northing and eastings, or longitude and latitude can be used to position GIS data. GIS data can also be created using a GPS device, occupying the location of the asset in the field.

GIS Data Maintenance

This task will focus on maintaining the GIS data once it has been created and where GIS data needs to be updated based on operational changes. This task ensures that the data is kept current and provides the most up to date information is available to staff and application users. ZWORLD GIS will become the data steward of the District GIS data maintaining both new assets and modifying existing features. ZWORLD GIS will be working closely with District staff to perform the required edits to features and attributes.

GIS Application Support

This task will provide support for Web Map applications for staff to track and analysis previous site data, system assets and base district data. An additional Web Map for the Public can be developed and, limited data just for public need can be shown.



Mapping Support

ZWORLD GIS can assist with providing custom mapping and cartographic images for:

- Staff Reports
- Publications & Documents
- Project Plans
- Operational meetings
- Public Sessions & Media Presentation

District GIS Program Support

ZWORLD GIS will work closely with staff to make sure that all of the various operations and resources that integrate with GIS are supported and maintained. This includes

ZWORLD GIS can assist with providing custom mapping and cartographic images for:

- Esri ArcGIS Online Organization Account
 - Web Map Applications
 - Users and Roles
 - Field Mobile Applications
 - Data Publishing and Services
 - Dashboard & Story Map Integrations
- Esri ArcGIS Enterprise Server
 - Rest URL Services
 - Geodatabases
- Esri Desktop Licenses
- District Esri User Accounts
- District Mapping Products
 - Atlas Maps
 - Wall Maps
- GPS Field Collection
 - On-Site Field collection of District Assets



Cost and Schedule

It is proposed that the services involved in the scope of work be conducted by ZWORLD GIS staff as shown on the following page. ZWORLD GIS will be the primary contractor for the proposed scope of work. Deliverables from GIS Professional Services is proposed at an annual cost and not to exceed \$54,000, and all work under this proposal would be invoiced monthly. Services could be started immediately.

Camrosa Water District– GIS Support Services

Annual GIS Support Cost: \$54,000

Total GIS Support	\$54,000
--------------------------	-----------------

Support Team

Zacharias Hunt
Project Manager



Overview

Mr. Hunt is the founding principal of ZWORLD GIS. He has been working in the GIS/Mapping and local government industry since 1999 and holds a Master's degree in Public Administration as well as a Bachelor Degree in Geography. Mr. Hunt also has certification in the use of Global Positioning Systems (GPS) from Ventura College, California. Mr. Hunt has been involved in all aspects of deploying GIS for local government special districts. As the Geographic Information Officer (GIO) for Santa Barbara County, Mr. Hunt managed all aspects of a County Enterprise GIS program which included: developed and implemented a County GIS Strategic Plan; managed GIS web based applications for both internal County staff as well as the public; implemented GIS policy and standards; participated in annual budgeting and procurement process for GIS; developed sustainable GIS revenue opportunities; recruited and trained GIS staff; managed the County GIS Internship program; and coordinated GIS based systems for the County Office of Emergency Services (OES). Mr. Hunt also participates with the Channel Island Regional GIS Collaborative, and served as President from 2010-2016.

Education & Qualifications

- Masters of Science Degree – Public Administration, California State University of Northridge, 2011
- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, 1999

Career Experience

Owner, ZWORLD GIS
June 2011 – Present

CIRGIS President, CIRGIS Collaborative
Mar. 2010 – Jan. 2016

Geographic Information Officer (GIO), Santa Barbara County, CA
Feb. 2007 – June 2011

Public Works GIS Supervisor, Santa Barbara County, CA
Aug.2004 – Feb. 2007

Lead GIS Analyst, Nellis Air Force Base (USAFE Geobase)
Feb. 2004 – Aug. 2004

Public Works GIS Analyst, Santa Barbara County, CA
Apr. 2000

QUICK FACTS

Previously Managed Projects:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

VENTURA RIVER WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

MONTECITO WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

CITY OF SOLVANG

Developed new City Water GIS system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Support Team

Gavin Leavitt
GIS Analyst



Overview

Mr. Leavitt is the lead GIS Analyst of ZWORLD GIS. He has been working in the Geospatial Science Industry and assisting with local government agencies since 2015 and holds a Bachelor of Science degree in Marine Sciences and a Master of Science Degree in Applied Marine Science from California State University, Monterey Bay. Mr. Leavitt also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Mr. Leavitt is also a UAV Operator with a Part 107 Certified Remote Commercial Pilot license. Mr. Leavitt has been involved in the many aspects of mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Analyst for ZWORLD GIS, Mr. Leavitt provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Mr. Leavitt also assists in supporting Web Map applications for agencies that need a common tool to use for all staff. Mr. Leavitt enables agencies by preparing custom training guides for on-site training sessions so staff become more aware of the functionality of the GIS Web Map application deployed by their organization, as well as maintaining core base data for each application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications

- Masters of Science Degree – Applied Marine Science, California State University, Monterey Bay, 2017
- Bachelor of Science Degree – Marine Sciences, California State University, Monterey Bay, 2015
- UAV Operator – Part 107 Certified Remote Commercial Pilot License

Career Experience

GIS Analyst, ZWORLD GIS
December 2020 – Present

GIS Technician, City of Salinas
January 2017 – July 2020

Research Assistant, Monterey Bay Aquarium Research Institute
June 2016 – November 2016

QUICK FACTS

Recent Projects:

CITY OF SALINAS

Handled city employee, contractor, and public requests for spatial data, maps, and web applications using a variety of formats. Built out the City Sanitary Sewer and Storm Drain system GIS datasets using historic engineering plans. Built City Sewer Utility Network for ArcMap.

Published ArcGIS for Server:

- * WFS
- * WMS
- * Geoprocessing Services
- * Feature Services

GOLETA STORM DRAIN GIS

Developed advanced GIS data for the City of Goleta Storm Drain system which included creating system GIS layers from field GPS collection and as-built research.

- * Inlets
- * Outlets
- * Maintenance Holes
- * Surface Drainage
- * Underground Drainage

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Support Team

Caroline Conrad
GIS Technician



Overview

Ms. Conrad is the lead GIS Technician of ZWORLD GIS. She has been working in the Geospatial Science Industry and assisting with local government agencies since 2019 and holds a Bachelor of Arts degree in Geography/GIS from the University of California, Santa Barbara. Ms. Conrad also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Ms. Conrad has been involved in the many aspects of mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Technician (GIST) for ZWORLD GIS, Ms. Conrad provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Ms. Conrad also assists in maintaining core base data for each client application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications

- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, June 2019

Career Experience

GIS Technician, ZWORLD GIS
January 2022 – Present

GIS Technician, Santa Barbara County Fire
October 2021 – February 2022

Technical Contractor, US Geological Survey
June 2019 – January 2022

Operations Coordinator, University of California, Santa Barbara
September 2018 – June 2019

QUICK FACTS

Recent Projects:

COUNTY OF SANTA BARBARA TRANSPORTATION DIVISION

Assist with the design and development of the major capital assets for the County Transportation Division to include into the GIS system in support of their various operations and staging for an enterprise asset management program. Critical GIS assets included:

- * **Street Signs**
- * **Storm Water Infrastructure**
- * **Maintained Road System**

GOLETA SANITARY DISTRICT

Developed advanced GIS data for the District which included creating a custom indexing layer for the entire Easement library, as well as produce cartographic operational maps for the District field staff.

The GIS support services included:

- * **As-Built / Record Drawing Index**
- * **Integration to Mobile Web Map**
- * **Update District GIS Data**

CITY OF BUELLTON

Created & upgraded the GIS data for the City Water system which included:

- * **Water Pipe Mains / Laterals**
- * **Water Meters**
- * **System Valves**
- * **Fire Hydrants**
- * **Pressure Zones**

References

City of Solvang, California



Company Address: 411 Second Street, Solvang CA 93463
Contact Phone: 805.588.4424
Contact Person: Mike Matthews
Date: 2011-Current

Goleta Sanitary District, California



Company Address: 1 Moffett Place, Goleta, CA 93117
Contact Phone: 805.760.4426
Contact Person: Luis Asorga
Date: 2015-Current

City of Goleta, California



Company Address: 130 Cremona Drive, Goleta, CA 93117
Contact Phone: 805.618.5768
Contact Person: Andrea Dransfield
Date: 2013-Current

Montecito Water District, California



Company Address: 583 San Ysidro Road, Montecito, CA 93108
Contact Phone: 805.969.2271
Contact Person: Adam Kanold
Date: 2013-Current

City of Carpinteria, California



Company Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013
Contact Phone: 805.684.5405
Contact Person: John Ilasin
Date: 2015-Current

Ventura River Water District, California



Company Address: 409 Old Baldwin Rd, Ojai, CA 93023
Contact Phone: 805.646.3403
Contact Person: Bert Rapp
Date: 2019-Current

County of Santa Barbara, Public Works Department – Transportation Division



Company Address: 123 East Anapamu Street, Santa Barbara, CA 93101
Contact Phone: 805.896.6296
Contact Person: Kurt Klucher
Date: 2011-Current

Board Memorandum

July 11, 2024

To: Board of Directors
From: Norman Huff, General Manager
Subject: District General Counsel

Objective: Receive a report from the General Counsel Selection AdHoc Committee and an introduction to the recommended General Counsel.

Action Required: No action is necessary, for discussion only.

Discussion: In December 2023 the District was notified that its legal counsel's firm, The Hathaway Law Firm, LLP was merging with Lowthorp, Richards, McMillan, Miller & Templeton to become Lowthorp Richards, LLP, effective January 1, 2024. The District also learned that the retirement of its current General Counsel, Greg Jones, would be imminent.

At the February 22, 2024, Board Meeting, the Board concurred that from time to time it is prudent for the Board to assess whether the District's General Counsel is continuing to meet the needs of the District and discussed exploring a change in the District's General Counsel. At that meeting, the Board directed the General Manager to draft a Request for Proposal (RFP) for General Counsel for the District.

An RFP was drafted and then issued on April 12, 2024, with submissions due on May 24, 2024. The District received four proposals from well-qualified firms. The General Manager and the General Counsel Selection AdHoc Committee reviewed the proposals and interviews were scheduled. On June 19, 2024, the General Manager and the General Counsel Selection AdHoc Committee met with the prospective General Counsels. Following the interviews, Staff and the AdHoc Committee concurred that one individual stood out as an excellent candidate to be the District's General Counsel. Keith Lemieux with Aleshire & Wynder will be attending the Board Meeting for an introduction to the Board.

Attachment:

- Proposal to Provide General Counsel Services for Camrosa



Proposal to Provide General Counsel Services

Prepared for:



May 24, 2024



Prepared by:

Keith Lemieux

Equity Partner

t: 805.495.4770

f: 929.223.1180

e: alemieux@awattorneys.com



Aleshire & Wynder

2659 Townsgate Road

Suite 226

Westlake Village, CA 91361

Re: General Counsel Legal Services

Submitted via email

Norman Huff, General Manager
normanh@Camrosa.com

Camrosa Water District Legal RFP
7385 Santa Rosa Rd.
Camarillo, CA 93012

Dear Mr. Huff:

On behalf of my law firm of Aleshire & Wynder, LLP, I am very pleased to have the opportunity to propose to provide General Counsel legal services to Camrosa Water District. I am certain that our depth of experience will meet your needs and that the District will benefit from joining our extensive group of exceptional public sector clients.

Your request is of particular interest to me because Camrosa is my water provider. I have had the opportunity to work on projects that have involved Camrosa as well as the Fox Canyon Groundwater Management agency for other clients and this experience has given me a window into many of the challenges facing the District. My experience with your neighbor water providers has also given me insight in regional water issues.

As you will see from the enclosed materials, as a water law specialist I have litigated most of the groundwater adjudications in the past three decades. This has given me a great deal of experience in water rights issues. I also attend many public meetings each month and am very comfortable giving Brown Act and procedural advice to elected boards.

Approximately two years ago, I brought my water law practice to A&W because of their experience of being the general counsel in many special districts and appointed city attorney in many cities throughout California. This expertise allows A&W to provide a more complete perspective on public agency law matters with many specialists available for unusual matters. I look forward to putting this diverse talent pool to Camrosa's service.

I am the contact person and proposed General Counsel and my contact information is above. We look forward to meeting with you to discuss our proposal.

Respectfully submitted,



Keith Lemieux
Equity Partner



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MEET ALESHIRE & WYNDER



MEET ALESHIRE & WYNDER, LLP

A full-service public agency law firm, Aleshire & Wynder, LLP (“A&W”) offers a deep bench of public law attorneys who support, advise, and represent public agencies across California. We share our clients’ deeply held beliefs on the importance of public service, integrity, and accountability. These principles have propelled our notable five-fold growth since the Firm’s founding in 2003 in Irvine, California. The Firm’s additional locations include Westlake Village, Los Angeles, Oakland, Fresno, Riverside, and San Diego. Appreciated for the strategic value we bring to engagements and long-term client relationships that we build, A&W serves as creative and resourceful members of public agency teams and trusted counselors. Our representation of public entities is broad and sophisticated, and includes these entities:





FIRM FOCUS

The more than 60 attorneys of A&W are bound by an unwavering commitment: a deep appreciation for democratic values and processes at the local government level. This tenet attracts attorneys and professionals to the Firm, and is evident in every client engagement.

Many of our attorneys have over 20 years of public service, with several having closer to 30 and 40 years.

Our public service mindset guides A&W's practical approach, along with our depth of experience and knowledge, in areas such as:

- Appeals
- Labor and Employment
- Land Use and Zoning
- Conflicts of Interest and Elections
- Contracts and Public Construction
- Environmental and Toxics
- Franchising and Telecommunications
- Fire, Tort Claims, and Governmental
- Immunity
- Mining
- Refuse and Recycling
- Municipal Elections
- Affordable Housing
- Legal and Regulatory Compliance
- Real Property Acquisition, Disposition, and Development
- Law Enforcement and Nuisance Abatement
- Civil Rights and First Amendment Law
- Successor Agency and Housing
- Rent Control
- Public Finance, Bonds and Prop 218
- Condemnation
- Water and Stormwater

We love public service, particularly the complexity and unique issues that arise in land use, constitutional, employment, and environmental law, to name a few specialty areas. We also enjoy the dynamics of the political process and collaborating with elected officials and professional staff.

A focus on creativity coexists with a drive to deliver results. Our legal services form valuable resources for problem-solving teams. As team members, it is our obligation to find winning solutions, rather than simply seek legal cover and give reasons why something can't be achieved.



I. QUALIFICATIONS, CAPABILITIES, AND EXPERIENCE

We are pleased to have the opportunity to add Camrosa Water District to our growing family of clients. Aleshire & Wynder, LLP (A&W) is confident that we are the right firm to provide legal support to the District. Our proposed team of attorneys, with over 50 years of combined experience serving governmental entities, will manage most of the everyday legal work. Many of our attorneys have previously or currently serve entities in Ventura County, giving them an excellent understanding of providing first-class legal representation while being mindful of budgetary constraints.

A. Water Rights/Diversion Rights

Our firm has great expertise on water rights as it has been practicing water law for decades. We currently represent surface rights holders (Littlerock Creek Irrigation District), groundwater agencies (Upper San Gabriel Valley Municipal Water District, Palm Ranch Irrigation District, San Gabriel County Water District, Valley County Water District, Foothill Municipal Water District), and several agencies at the forefront of recycled water development (Eastern Municipal Water District and Las Virgenes Municipal Water District). As counsel for five different Metropolitan member agencies and two state water project contractors, the firm has experience with the issues challenging State Project and Colorado River supplies. We have represented the Main San Gabriel Watermaster and Chino Basin Watermaster. We currently represent the Raymond Basin Watermaster and assist the Antelope Valley Watermaster on behalf of our clients.

B. Groundwater Adjudication Rights

We take great pride in having played an active role in most of the significant groundwater adjudications, including the Main San Gabriel Basin, West Basin, Central Basin, Goleta, Santa Maria, Los Posas Valley and Antelope Valley. Several of the Firm's current clients are groundwater-centric agencies: Foothill Municipal Water District, Valley County Water District, San Gabriel County Water District, Palm Ranch Irrigation District, Quartz Hill Water District, San Gabriel County Water District, Palm Ranch Irrigation District, Quartz Hill Water District, North Edwards Water District, and Desert Lake Community Services District. Our activities include helping draft proposed rules for conjunctive use, analyzing proposed amendments to the Main San Gabriel Basin Judgment, and playing a lead role in negotiating the settlement agreement in a San Gabriel Basin Superfund site. We also have a lead role in the Antelope Valley Groundwater cases and the formation of its watermaster.

C. State Water Project Agreements

Because we represent state water contractors, we are well-versed in the unique issues involving the State Water Contract. We are also involved in the various lawsuits filed on behalf of or against the State Water Contractors in recent years. We are also general counsel to the Delta Conveyance Financing Authority.

D. Water Transfer and Prior Rights

Water transfer and related agreements are a regular part of our practice. We have negotiated such agreements for various water districts. For example, we negotiated a water transfer agreement involving the Metropolitan Water District, the Eastern Municipal Water District, the federal government, and the Pechanga Indian Tribe. This involves a complex constellation of local and federal contracts, resolutions, and statutes. We are currently working with the Indian Wells Valley Water District to obtain water rights to deliver through a pipeline estimated to cost 175 million dollars.

E. Groundwater Sustainability Agencies

Our firm has been a crucial player in implementing the Sustainable Groundwater Management Act. We are general counsel to the groundwater sustainability agencies for the Indian Wells, Filmore-Piru, Bedford-Coldwater, Upper Ventura and Big Bear Basins. Through this process, we have gained insight as to how to best work with other government agencies and stakeholder groups to build the consensus necessary to implement the Act. We are also involved in court cases that are



defining the scope of the act as well as legislative efforts to better define the intersection of SGMA and groundwater adjudications.

F. California Environmental Quality Act (CEQA)

Our clients are involved in many projects. Consequently, we advise on CEQA compliance several times each month. We have litigated CEQA cases challenging the development of water resources, including reservoir construction, and Clean Water Act issues. We have adjudicated water quality matters before regulatory bodies, such as the Regional Board and the State Board.

G. Encroachment Permits

Many clients have been involved in very large construction projects under our legal supervision. The Main San Gabriel Basin Groundwater Remediation Projects, and Temecula Valley Treatment Plant are examples. These projects involved legal evaluation and support related to the acquisition of encroachment permits, and other related legal issues such as the acquisition of property through eminent domain and negotiation with affected neighboring landowners.

H. Regulatory Permitting Process

Several of our agencies are involved in wastewater treatment. One of our clients developed a sophisticated wastewater treatment regimen, which incorporates wastewater discharge to a local creek, and solids composting. Much of our wastewater work involves working with regulators on compliance and permitting issues.

I. Water Rate (Prop 218) Process and Education

Since the Desert Bighorn decision, our firm has provided legal advice on dozens of Proposition 218 rate adjustments. We have helped our clients to draft the notification to property owners, and provided advice and consultation regarding the conduct at public hearings. In certain cases where public controversy was anticipated, we worked with our boards to obtain outside consultants to provide public outreach and helped district staff to prepare for public comment at hearings. We have also defended the water rates adopted by our clients in court. We are proud to say rate adjustments we have supervised have survived court challenges.

J. Contractor Agreements

The Firm uses a proprietary public works contract form as the basis for all public works contracts entered into by our clients. We periodically review and revise this form to reflect changes in the law.

K. Professional Service Agreements Simplified/Forms

As with public works contracts, we use a form professional services agreement for our clients. We have similar experiences with this agreement as with the public works contract described above.

L. District Rules and Regulations Updates

We have codified resolutions and ordinances in comprehensive administrative codes for most public clients. We also review and prepare the employee handbook on an annual basis. In addition, having a comprehensive conflicts of interest code and ethics policy helps the District avoid exposure to conflict allegations. We developed codes of conduct for most of our clients' board and staff, establishing clear rules to ensure compliance with all requirements. Most conflict issues we see involve the Political Reform Act and Government Code Section 1090. Our success in this area has come from developing clear and concise policies, and by adopting a proactive approach of vetting potential conflicts with staff in advance of these issues getting before the board.



M. Training and Education of Staff and Board

Training and education of the board and staff is an important part of our job as general counsel. Our offices provide annual ethics training for our elected boards so that they can meet the statutory requirements. We have also provided training seminars to our various clients on topics as diverse as how to properly handle and process a government claim and groundwater contamination issues.

N. Prevailing Wage Requirements

Our form public works contract deals with prevailing wage requirements. We will also work with staff to make sure these requirements are understood. The firm has handled prevailing wage litigation and compliance and is knowledgeable about both state and federal wage laws, overtime pay, vacation pay, wage garnishments, the Fair Labor Standards Act, and the Family and Medical Leave Act.

O. Liability and Safety Planning and Adviser

Several of the Firm's clients operate large treatment facilities and, consequently, the firm has experience working with District staff to ensure compliance with relevant OSHA regulations.

P. Lease Agreements

Our clients frequently lease portions of their land to private parties for various purposes. In fact, one of our former clients, Mojave Air and Space Port, is a business incubator by leasing the majority of the airport for private commercial business. We have had considerable experience in both drafting lease agreements as well as litigating unlawful detainer actions.

Q. Real Property Easements

We advise our clients on both the buy side and sell side of property acquisitions and regularly advise on leasing issues. Recent acquisition activities include coordinating the potential purchase of an oceanfront site for a desalination plant. We have also litigated acquisition and sales contracts, trying a case involving a breached development agreement. We have helped many of our public agency clients acquire property by eminent domain. Often, "friendly" condemnations will avoid the cost and delay of litigation.

R. Regulatory Compliance

Many of our clients maintain discharge permits and other permits with the Department of Water Resources and our firm regularly represents their interests before the Regional Water Resources Control Board and the State Water Resources Control Board. We are also experts regarding the regulations of the California Fair Political Practices Commission and routinely advise our clients regarding compliance with these regulations.

S. Representation of the District at Board Meetings

One of the most significant parts of our job as general counsel for water agencies is representing the District at public meetings. We attend dozens of public meetings each month and are very familiar with the issues that arise at such meetings. For example, we are experts in the application of the Brown Act, as well as Robert's Rules of Order, and other procedural considerations that may occur at a public meeting. We are also well-versed in the kinds of conflict of interest rules and other issues that regularly arise when a board takes legal action.

More importantly, we are also keenly aware that as general counsel we are part of the "publicly facing" staff of the District. We are always mindful that we are appearing before the public. For some of our smaller clients that have a dedicated public outreach department, we have offered suggestions regarding public outreach.



T. Public Employment Benefits and Retirement Plans

The Firm provides legal advice on public employee compensation and benefits issues with a thorough understanding of the heightened expectations placed upon those who work in the public sector, particularly during these times of increased public scrutiny and heightened demands for fiscal accountability. The Labor Group has drafted employment agreements for top-ranking city officials, negotiated settlement agreements with terminated employees, and executed agreements waiving councilmember compensation and benefits. We also have a comprehensive understanding of the CalPERS retirement benefits program, 457 deferred compensation plans, 125 flexible savings plans, and City Council compensation and benefits.

U. Experience

The Firm represents dozens of public entities. A full list of firm clients is attached as an exhibit. The following represent the Firm’s representative water-related special district clients.

1. Representative Water Related Special District Clients

Client	Description of Services	Personnel/Responsibilities
Eastern Municipal Water District P.O. Box 8300 Perris, CA 92572-8300 Joe Mouawad, General Manager	General Counsel Services	Steven O’Neill, General Counsel
Upper San Gabriel Valley Municipal Water District 602 E. Huntington Drive, Suite B Monrovia, CA 91016 Thomas Love, General Manager	General Counsel Services	Steven O’Neill, General Counsel
San Gabriel County Water District 8366 Grand Avenue Rosemead, CA 91770 Jim Prior, General Manager p: 626- 287-0341	General Counsel Services	Keith Lemieux, General Counsel
Valley County Water District 4521 E. Ramona Blvd. Baldwin Park, CA 91706 Jose Martinez, General Manager	General Counsel Services	Keith Lemieux, General Counsel
Fillmore Piru Basin GSA P.O. Box 1110 Fillmore, CA 93016 Kris Sofley	General Counsel Services	Steven O’Neill, General Counsel
Indian Wells Valley GSA 1115 Truxtun Avenue, 5 th Floor Bakersfield, CA 93301 Alan Christen Chief Deputy CAO for Water Resources p: 661- 868-3183	General Counsel Services	Keith Lemieux, General Counsel
Las Virgenes – Triunfo Joint Powers Authority 4232 Las Virgenes Road Calabasas, CA 91302	General Counsel Services	Keith Lemieux, General Counsel



Client	Description of Services	Personnel/Responsibilities
David Pedersen <i>p:</i> 818- 251-2100		
Bear Valley Basin GSA 40524 Lake view Drive Big Bear Lake, CA 92315 Mike Stephenson	General Counsel Services	Keith Lemieux, General Counsel
Elsinore Valley Municipal Water District 31315 Chaney Street Lake Elsinore, CA 92530	General Counsel Services	Steven O’Neill, General Counsel
Little Rock Creek Irrigation District 35141 87 th Street East Little Rock, CA 93542 James Chaisson <i>e:</i> jchaisson@lrcid.com <i>p:</i> 661- 917-8224	General Counsel Services	Keith Lemieux, General Counsel

2. References

David W. Pedersen, General Manager Las Virgenes Municipal Water District 4232 Las Virgenes Road Calabasas, CA 91302 <i>p:</i> 818-251-2100	General Counsel Services	Keith Lemieux, General Counsel
Nina Jazmadarian, General Manager Foothill Municipal Water District 4536 Hampton Road La Canada Flintridge, CA 91001 <i>p:</i> 818-790-4036	General Counsel Services	Keith Lemieux, General Counsel
Joe Mouawad, General Manager Eastern Municipal Water District P.O. Box 8300 Perris, CA 92572-8300 <i>p:</i> (951) 928-3777	General Counsel Services	Steven O’Neill, General Counsel

II. KEY PERSONNEL

A. Introduction to Team

Although all attorneys in the Firm may, at one time or another, work on matters for the District , the following attorneys are expected to be the principal attorneys involved in representing Camrosa Water District.

- Keith Lemieux*..... *General Counsel*
- Steven O’Neill*..... *Assistant General Counsel*
- Paul Early* *Assistant General Counsel*
- Colin J. Tanner* *Labor & Employment*
- Payam J. Mostafavi* *Finance/Bond*
- Stephen R. Onstot* *Litigation*



We anticipate using Colin Tanner for labor and employment matters. We anticipate using Payam Mostafavi for financing and bond matters. Stephen Onstot will manage and supervise all litigation that is not handled personally by Mr. Lemieux.

The following are summaries of the qualifications of the members of the above team. Attorney Profiles of each attorney are attached.

1. Keith Lemieux, Proposed General Counsel



Mr. Lemieux currently serves as general counsel for the Las Virgenes Municipal Water District, Foothill Municipal Water District, and the Valley County Water District. He also is general counsel for the Indian Wells Valley Groundwater Sustainability Agency, which is the sole GSA for a critically over drafted basin that spans three counties. While doing that work, he has been involved in the complex issues surrounding the implementation of a Groundwater Sustainability Plan in the context of an active groundwater adjudication that involves Federal water rights pitted against various public and private local interests. In addition, he also represents the Upper Ventura River Groundwater Sustainability Agency which has just adopted a Groundwater Sustainability Plan in the context of an active general groundwater adjudication. It is likely that one or both instances will establish the first case law on the relationship between SGMA and the Streamlined Adjudication Act.

2. Steven O'Neill, Proposed Assistant General Counsel



Mr. O'Neill serves as general counsel for the following agencies: Eastern Municipal Water District; Upper San Gabriel Valley Municipal Water District; San Gabriel County Water District; Fillmore/Piru Groundwater Sustainability Agency; and the Bedford Coldwater Groundwater Sustainability Agency. He also serves as special litigation counsel for Western Municipal Water District. In 2021 he served as Interim County Counsel for San Bernardino County, managing a staff of 60 Deputy County Counsel and overseeing all the County's legal affairs. Mr. O'Neill started as a Deputy District Attorney in Los Angeles County, working in the Environmental Crimes and Workplace Safety office. He then joined the Law Offices of Wayne Lemieux as litigation associate, representing a variety of water agencies and municipalities in Southern California. Mr. O'Neill's practice for the last 30 years has been serving as general counsel and litigation counsel for water districts, joint powers authorities, and other special districts. His practice has focused on water supply and water quality issues with an emphasis developing alternative supplies, primarily in recycled water projects.



3. *Paul Early, Proposed Assistant General Counsel*



Paul Early is a Partner in our Riverside Office and has been practicing municipal law since 2000. Mr. Early graduated from the Indiana University School of Law with honors. Mr. Early currently serves as the Assistant City Attorney for the City of Murrieta and Assistant General Counsel for Las Virgenes Municipal Water District. He has served as the in-house Assistant City Attorney for the cities of Oxnard, Moreno Valley and Glendale and as Deputy County Counsel for the County of Riverside. His City Attorney experience includes over 18 months serving as an Acting or Interim City Attorney.

Mr. Early has over 20 years of experience directly advising City Councils, Planning Commissions, and other public agency bodies on a variety of legal matters including land use, public contracting, water rights, electric and water utilities, conflicts of interest and Brown Act matters. As in-house Assistant City Attorney, Mr. Early has managed the budget, employees, and the entirety of the legal and advisory work for a City of over 200,000.

His legal work has included the World Logistics Center Specific Plan and related litigation in Moreno Valley involving the largest logistics development plan in the western states, groundwater adjudications, recycled water contracts and agreements and large design-build public projects and infrastructure. During law school, Mr. Early also worked as a Code Enforcement Officer and taught undergraduate business courses at Indiana University. He has continued to teach business and construction law courses periodically at Rancho Santiago Community College.



4. **Colin J. Tanner, Labor & Employment**



Colin J. Tanner is a founding partner of the firm and chair of its Labor & Employment Practice Group. In these capacities, Mr. Tanner advises clients regarding their labor and employment practices. Mr. Tanner has been awarded an AV[®] rating, the highest accolade from his peers, from the Martindale-Hubbell Law Directory.

In the field of Labor Law, Mr. Tanner provides broad-based and specialized legal advice to public sector clients on compliance with the Meyers-Milias-Brown Act (MMBA) governing public sector labor relations. He assists the firm's clients in meeting the mandates of the MMBA to "promote the improvement of personnel management and employer-employee relations." His advice includes the critical subjects of employee bargaining unit determination and modification, the right to employee representation, employee organization recognition, the duty to bargain, the scope of bargaining, impasse resolution, strikes and other concerted employee action, negotiation and drafting of labor agreements with employee organizations, enforcement and defense of labor agreements, arbitration representation, defending against unfair practice charges filed with the Public Employment Relations Board, and defending against related civil court actions.

In the related field of Employment Law, Mr. Tanner advises clients on the critical subjects of personnel administration, including but not limited to drafting of personnel rules and policies, determining and enforcing workplace management and employee rights, the hiring process, the employee evaluation and promotion process, employee training, personnel file maintenance and disclosure, personnel investigations, employee discipline and discharge, layoffs, due process employee appeal rights and hearings, employee disability and retirement issues, grievance hearings, proactive restraining orders, the Fair Labor Standards Act, the Public Safety Officers Procedural Bill of Rights Act, the California Fair Employment and Housing Act, Federal Civil Rights Acts, the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, the Americans With Disabilities Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Health Insurance Portability and Accountability Act of 1996, Family and Medical Leave laws, Occupational Safety and Health laws, workers' compensation laws, and Employment Development Department obligations, among others.

Mr. Tanner is currently the primary labor and employment counsel for the cities of Bell, Fillmore, Morro Bay, Murrieta, Perris, Rancho Palos Verdes, South El Monte, South Gate, and Suisun City. Further, he is currently labor and employment deputy general counsel for the following public agencies: Foothill Municipal Water District, Housing Authority of the City of Madera, Housing Authority of the County of San Bernardino, Pleasant Valley Recreation & Park District, Salinas Valley Solid Waste Authority, and Valley County Water District.

Mr. Tanner has authored or co-authored articles which include: When is an Administrative Decision Final?; U.S. Supreme Court Holds Mandatory Arbitration Provisions in Employment Contracts Are Valid and Enforceable; Public Employee's Failure To Promptly Seek Judicial Review Of Adverse Administrative Decision May Bar Lawsuit Under FEHA; California Supreme Court Validates Binding Pre-Dispute Arbitration Agreements In Employment Discrimination Cases; Peace Officer Retirement Identification Issues and the Related Endorsement to Carry a Concealed Weapon; C.A. Supreme Court Case Permits Use of Pitchess Motions in Administrative Disciplinary Appeals; Local Officials Must Participate in Sexual Harassment Prevention Training and Education; Diploma Mills: How to Prevent Employees from Buying Questionable Degrees; AB 119 Union Access to Employee Orientation; Minor Revisions to Public Records Act; DOL Changes CPI Index for LA-RIV-OC in 2018 with New Geographic Areas; New Employer Notice to Employees Requirement for Domestic Violence, Sexual Assault, and Stalking Time Off; CalPERS Agencies Must Limit Out-of-Class Appointments to 960 Hours per AB 1487; Supreme Court Rules In Janus v. AFSCME That Agency Fees Violate The First Amendment and SB 866 Is Signed Into Law In Response; Governor Signs S.B. 83 Extending Paid Family Leave Benefits; Governor Signs SB 188 Prohibiting Discrimination Based on One's Natural Hair; Agreements In Employment Discrimination Cases; The Do's and Don'ts of Retaining Independent Contractors; and Are Your City's Independent Contractors Affected by AB 5 and AB 170?



5. *Payam J. Mostafavi, Finance/Bond*



Payam Mostafavi represents cities, counties, water districts and other special districts as bond counsel and special counsel on a wide range of municipal and public finance issues. Payam works with clients to form community facilities districts, on establishing and imposing fees, charges, assessments and taxes, forming assessment and special tax districts, and issuing debt and related financial issues. In addition, Payam participates in foreclosures, workouts, and restructuring for defaulting financial transactions for delinquent taxes and assessments. Payam advises on ongoing disclosure and tax issues related to bonds.

Payam is Assistant City Attorney for the City of La Cañada Flintridge, City of Glendora and City of Suisun City, Counsel for the City of Carson Enhanced and Assistant Counsel for the Puente Hills Habitat Preservation Authority.

Moreover, Payam assists in a wide variety of practice areas including land use and zoning, contracts and public works, elections, and open government and ethics (including the Brown Act, the Public Records Act, and the Political Reform Act).

Payam currently serves on the firm's Diversity, Equity, and Inclusion Committee.

6. *Stephen R. Onstot, Litigation*



Stephen R. Onstot has been practicing municipal law for over 30 years, focusing his practice on public agency litigation involving technical, novel and complex issues, including water rights adjudications. He has served as lead counsel in over 16 civil and criminal trials and over 20 writ proceedings in both state and federal court as well as authored numerous appellate briefs. Mr. Onstot has handled over 15 construction disputes involving multi-million dollar construction and solid waste hauler franchise public contracts.

From 2010-2012 Mr. Onstot served as Deputy City Attorney in the San Bernardino City Attorney's office, where he represented the City in police excessive force cases, dangerous condition of public property matters, and land use/environmental litigation. He also worked with the then-existing Redevelopment Agency on the Theater Square/Regal Theater project and supervised Code Enforcement cases and outside counsel.

Mr. Onstot graduated from the University of California, Davis in 1984 with degrees in Chemical Engineering and Political Science. In 1988 he graduated from the University of the Pacific, McGeorge School of Law and subsequently served as an adjunct faculty member for Oxnard, Bakersfield, Moorpark, and Fullerton Colleges. In 1990, Mr. Onstot authored and taught the California Department of Real Estate's first certified continuing education course in environmental law for realtors: "Environmental Concerns In Real Estate Transactions" and has served for 4 years as volunteer Lead Coach for Patriot High School in Riverside County's High School Mock Trial Program.

III. REQUIRED DISCLOSURES

A. Conflicts of Interest

We have no present or contemplated employment which is adverse to Camrosa. We are aware of no affiliations or interests which would conflict in any manner with the performance of services pursuant to this Proposal.

B. Regulatory or Administrative Enforcement Actions

Neither the Firm nor any attorney of the Firm have had any regulatory or administrative enforcement action, tax lien, or legal sanctions taken against him or her.

C. Suspension/Debarment

No attorney of the Firm has ever been the subject of a complaint filed with the State Bar or had discipline imposed by the State Bar.

D. Investigations, Lawsuits or Administrative Proceedings

From the Firm's inception in 2003 through 2022, no attorney, nor the Firm, had ever been successfully sued by clients for malpractice.

IV. APPROACH TO LEGAL SERVICES

A. Legal Needs and Issue Prioritization

A successful proactive legal strategy must identify Camrosa's risks, and implement strategies to reduce and eliminate these risks. We propose collaborating immediately with the general manager and senior staff to identify the issues of concern, and to devise proactive strategies. Examples of acting on this strategy would be as follows:

- Rate Setting: The current climate on water and sewer rate setting mandates that all cost-of-service studies and engineering reports be reviewed and updated.
- Insurance: An annual update of Camrosa's insurance coverage with a specialized coverage consultant can help identify any gaps in coverage.
- Legislation: Working with Camrosa's advocates and counsel is one way to achieve legal results. For example, the current efforts to address the effects of Proposition 218 on conservation based rates could have a profound legal effect on many agencies.
- Leases and Real Property: Termination dates on all leases, licenses, and related agreements should be "master-calendared" to prevent unexpected termination.
- Litigation: Inefficiently managed litigation leads to increased costs. Establishing goals and milestones at least one year out is an effective method to ensure litigation progresses.
- Employee Issues: Bargaining efforts with employee representatives need to be initiated well in advance of the end of a bargaining agreement to ensure adequate time for renegotiation.
- Environmental Issues: Regular monitoring of relevant legislation and regulations will help prevent unexpected surprises, such as new action levels or MCL.

B. Contractual Relationships, Litigation Matters, and Special Projects

Mr. Lemieux will be your primary point of contact with the Firm. Mr. Lemieux will attend your meetings and will be responsible for managing all the legal work performed by the Firm.



Mr. Early will be responsible for contract development and negotiations. He will use our refined contract templates to expedite the process and ensure legal compliance. He will collaborate closely with District staff to draft, review, and negotiate contracts, aiming to finalize initial drafts promptly. Where appropriate, he project management software to ensure that large projects are managed expeditiously.

For litigation and administrative proceedings, we will lean to our deep bench of litigators headed by Steven Onstot. He will perform an initial evaluation at the time a government claim is received for consideration by the board. If a claim turns into a lawsuit, we will perform an initial strategic plan and budget for review and approval by the board. As the litigation proceeds we will return to the budget to make sure that the work is consistent. If we anticipate a budget amendment, we will bring the matter back for consideration by the board. In addition, it is our practice to regularly report to staff and the board monthly regarding all pending litigation matters.

While our firm has a great deal of experience defending water districts in litigation, it is still the case that some litigation requires highly specialized expertise beyond the capability of our firm. When a litigation matter arises, we will perform an initial evaluation as directed by Camrosa as part of our transactional services. If the matter falls within our core competencies, we will prepare a proposal for Camrosa that includes a litigation budget as described above. If the matter falls outside our core competencies we will work with the district to secure specialized counsel. (For example we recently secured intellectual property attorneys to defend a matter for one of our water district clients).

C. Status and Issue Reporting

The Firm proposes to prepare a monthly matrix of ongoing legal matters organized by subject matter category. It is unclear at this point what subject matter categories would be appropriate for Camrosa, but one example of categories would be as follows: litigation, internal administration, contracts, inter-agency, legislation, Public Records Act requests, and real property. In our experience, use of such a matrix provides the general manager and relevant staff a “real-time” status report on the various matters facing Camrosa.

All litigation matters will be the responsibility of a partner and Mr. Lemieux will be responsible for supervising the litigation and reporting to the board. As described above, Mr. Lemieux provides a confidential monthly memorandum regarding the status of all ongoing litigation. This is also the subject of frequent closed session reports to the board.

D. Communication Style

We engage in regular, often daily, communication with general managers and maintain a 24/7 availability policy for all clients, including board members, while being mindful of Brown Act implications. Initially, we expect more frequent meetings with Camrosa Water District's general manager, staff, and board members to establish a mutual understanding and set expectations. When new laws or regulations are enacted or relevant cases decided, we provide client update memos summarizing the changes, their impact on the District, and recommendations for compliance or possible challenges. These updates are typically shared with staff and the Board when the subject matter directly affects them or their decisions.

In board meetings and workshops, A&W's communication style is non-intrusive, stepping in only when requested or to correct procedural deficiencies or Brown Act issues. We prioritize clear communication, presenting opinion letters concisely to ensure the recommendations are easily understood. Our legal opinions are based solely on the merits of the issues, avoiding political considerations. We encourage Board members to seek majority support before pursuing individual projects, ensuring all actions benefit the District as a whole. Our advice often includes a range of options with evaluations of each, facilitating consensus-building where needed.

A&W employs a highly coordinated approach to managing legal resources, utilizing a centralized case management system that assigns tasks, monitors progress, and ensures seamless communication between our attorneys and the District. This system, used effectively in our work with the Eastern Municipal Water District, streamlines complex legal issues by ensuring all relevant documents are accessible and communications are tracked. Regular status meetings and detailed



reporting, as demonstrated in our bi-weekly meetings with the leadership of Las Virgenes Municipal Water District, facilitate transparent communication and strategic planning.

E. Legal Resources Coordination

We believe that special counsel are most effective when subject to regular oversight and when objectives are clearly identified upfront. We insist on a budget estimate from special counsel to establish boundaries for their work, ensuring cost-effective and efficient legal representation for Camrosa Water District. In selecting an attorney from within the firm or recommending special counsel, we evaluate subject matter experience and litigation capacity on a case-by-case basis to provide the best representation.

When specialized expertise beyond our core competencies is required, we coordinate with external special counsel, selecting them based on their proven history and relevant expertise. We integrate special counsel into our team through thorough briefings and maintain oversight with regular check-ins and progress reports. Our rigorous process for evaluating whether to use internal or external counsel ensures timely and effective representation. Examples of our successful coordination include the *City of Ridgecrest vs. Benz Sanitation District*, where we collaborated with the California Attorney General's office and external fraud experts. This structured approach ensures that Camrosa Water District benefits from both our internal expertise and specialized external knowledge as necessary.

F. Plan for Transferring Institutional Knowledge

Given the scope of Camrosa Water District's activities, Aleshire & Wynder, LLP (A&W) plans to meet with the District's current counsel to gain essential institutional knowledge and understand outstanding legal issues. This approach was successfully employed when A&W succeeded Eastern Municipal Water District's prior firm of 50 years, allowing us to smoothly transition and acquire necessary background information. In addition to engaging with prior counsel, A&W will review pertinent legal documents such as formation documents, outstanding judgments, adjudications, and significant contractual obligations. To minimize costs, we will negotiate a reduced rate for this initial information-gathering phase.

A&W ensures effective succession planning by involving associates in Camrosa's legal matters and facilitating their regular interactions with the general manager and district staff. Associates will also attend district committee meetings when deemed appropriate by the general manager. This method has proven effective in integrating associates into board and meeting interactions. Should Keith Lemieux become unavailable, Paul Early is prepared to serve as general counsel. Several of our associates already serve as general counsel for smaller clients, demonstrating our commitment to developing experienced leaders within the firm.

G. Institutional Knowledge Continuity

We avoid the risks of concentrated knowledge and control over one client by employing a team-based structure and regular knowledge-sharing sessions. Partners and associates meet monthly to share information on the status of various client matters, ensuring that institutional knowledge is not limited to one individual. For instance, General Counsel Keith Lemieux shares his institutional knowledge with identified associates and Partner Steven O'Neill. This collaborative approach allows for comprehensive understanding and effective problem-solving through the combined expertise of experienced staff members.

A&W uses a centralized case management system to store all legal documents, communications, and case histories, making them accessible to the entire legal team. This system was pivotal in our work with the Eastern Municipal Water District, allowing for seamless transitions and continuity even when individual attorneys were unavailable. Regular internal meetings and training sessions keep the team updated on ongoing issues and developments, as seen in our bi-weekly team meetings during our representation of Camrosa. This practice ensures that multiple attorneys are knowledgeable about the District's operations and legal matters, preventing any single point of failure.



Succession planning at A&W involves mentoring junior attorneys to step into key roles over time, ensuring continuous transfer and expansion of knowledge within the firm. For example, a junior attorney often shadows senior counsel to build expertise and familiarity with the client's legal landscape. These measures ensure that institutional knowledge is widely distributed among our team, protecting Camrosa Water District from the risks associated with knowledge concentration and guaranteeing uninterrupted, high-quality legal services.

H. Succession Planning

We address succession planning and service continuity for Camrosa Water District through strategic measures, including maintaining a deep bench with dozens of young attorneys. Our goal is to retain top talent and prepare one of these attorneys to eventually succeed Mr. Lemieux. This approach ensures that we maintain a deep and diverse bench of qualified attorneys familiar with the District's legal needs.

Keith Lemieux, our proposed General Counsel for Camrosa Water District, has experience with multiple water districts. In the event of his extended absence, Steven O'Neill, the proposed Assistant General Counsel, would step in, bringing significant expertise from his roles with Eastern Municipal Water District and Upper San Gabriel Valley Municipal Water District. Additionally, Paul Early, another Assistant General Counsel with over 20 years of municipal law experience, is prepared to support the District.

Our successful succession planning has resulted in our continuous representation of several water districts for more than 40 years!



V. FEE SCHEDULE

Unless otherwise arranged, we charge on an hourly basis for all time expended in 6-minute increments. We bill monthly with payment due within 30 days after the invoice date. Hourly rates are reviewed annually, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. Costs and expenses incurred on behalf of clients (e.g., litigation, delivery fees, reproduction, travel, lodging) are billed separately, with travel at actual cost or the IRS mileage rate, as applicable, with a breakdown of the work performed.

As Mr. Lemieux lives within the District boundaries, we anticipate that travel expenses will be very minimal for this representation. Past-due amounts (beyond 30 days) will incur interest in the amount of ten percent per annum. This Proposal is valid for 90 days following submission date. For most of our work performed, we charge the following hourly rates:

GENERAL	LITIGATION & SPECIAL SERVICES
Partner \$350	Partner \$360
Associate \$300	Associate \$315
Law Clerk \$180	Law Clerk \$180
Paralegal \$180	Paralegal \$180
Document Clerk \$110	Document Clerk \$110

Some unique services, such as bond financing work, are typically charged at \$415 for Attorneys. There will be an annual adjustment of the greater of \$10 per hour or CPI rounded to the nearest dollar.

The Firm employs billing software which allows for detailed breakdowns of legal fees and expenditures as well as the tracking of costs. Timesheets and invoices are promptly prepared and provide detailed explanations as to the services and tasks performed. The Firm is also accustomed to providing added levels of detail as may be required by the client. We do not permit block billing and all entries will be specific so that the client can determine the quality and quantity of time spent on specific matters.

Because we represent public entities, we are familiar with working through a legal budgeting process. We anticipate providing information to the Camrosa Water District staff to prepare an annual budget for legal services. In the event of litigation, we will prepare a litigation budget as early as practicable. In the event the situation changes, we will provide budget updates on an as-needed basis.

VI. INSURANCE

The Firm maintains liability insurance and errors & omissions/professional liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in general aggregate, with an umbrella policy in the amount of three million dollars (\$3,000,000.00). The Firm's automobile liability insurance coverage provides coverage of one million dollars (\$1,000,000.00) for bodily injury and property damages, with the umbrella applicable. The Firm's employer's liability insurance includes bodily injury coverage. The Firm carries workers compensation insurance as required by California law. Our errors and omissions/professional responsibility insurance coverage is in the amount of self-insurance of three million dollars (\$3,000,000.00) per occurrence with insurance more than this amount up to five million dollars (\$5,000,000.00). Proof of insurance can be provided on request.



VII. PUBLIC CLIENTS

<i>Clients</i>	<i>Position</i>	<i>Start Date</i>
CITY ATTORNEY CLIENTS		
Bell	City Attorney	2011
Carson	City Attorney	2003
Chino	City Attorney	2017
Cypress	City Attorney	1997
Fillmore	City Attorney	2012
Glendora	City Attorney	2018
Grand Terrace	City Attorney	2018
Hesperia	City Attorney	2007
Irwindale	City Attorney	1996
King City	City Attorney	2016
La Cañada Flintridge	City Attorney	1965
Livingston	City Attorney	2023
Lompoc	City Attorney	1996
Madera	City Attorney	2023
Morro Bay	City Attorney	2014
Murrieta	City Attorney	2022
Perris	City Attorney	2000
Rancho Palos Verdes	City Attorney	2015
Richmond	City Attorney	2021
Ridgecrest	City Attorney	1989
San Dimas	City Attorney	1977
San Gabriel	City Attorney	2017
South El Monte	City Attorney	2019
Suisun City	City Attorney	2009
Yuba City	City Attorney	2018
SPECIAL COUNSEL CLIENTS		
Arcadia	Special Counsel (Police Personnel)	2016
Bakersfield	Special Counsel	
Brisbane	Special Counsel	2016
Corona	Special Counsel (Sex Offenders)	2016
Culver City	Special Counsel	1980
Cupertino	Special Counsel	2021
Fresno	Special Counsel	2013
Irvine	Special Counsel	2014
Kerman	Special Counsel	2019
Madera	Special Counsel	2019
County of Madera	Special Counsel	2021
Merced City School District	Special Counsel	2020
Newark	Special Counsel	2021
Newport Beach	Special Counsel	2007
Oxnard	Special Counsel	2007
Pasadena	Special Counsel	2007
Sanger	Special Counsel	2017
City of San Joaquin	Special Counsel	2017
South Gate	Special Counsel (Labor & Employment)	2017
South Pasadena	Special Counsel	2016
Tracy	Special Counsel (Communications Project)	2017
Ventura	Special Counsel	2016
GENERAL/SPECIAL COUNSEL		
Amador Water Agency	Special Counsel	1998
Bay Area Rapid Transit District	Special Counsel	1996
Bedford Coldwater Groundwater Sustainability Agency	General Counsel	2018
Big Bear Municipal Water District	General Counsel	1989
Carson Reclamation Authority	Authority Counsel	2003



California Water Environment Association	Special Counsel	2005
Central Marin Sanitation Agency	Special Counsel	2020
Coalinga-Huron Recreation & Park District	General Counsel	2018
Contra Costa Water District	Special Counsel	1996
Del Rey Community Services District	General Counsel	2014
Delta Conveyance Finance Authority	General Counsel	2019
Desert Lakes Community Services District	Special Counsel	2001
East Kern Health Care District	General Counsel	1989
East Merced School District	Special Counsel	2020
Eastern Municipal Water District	General Counsel	2012
Fillmore Piru Groundwater Sustainability Agency	General Counsel	2011
Foothill Municipal Water District	General Counsel	1997
Hidden Valley Lake Community Services District	Special Counsel	2016
Home Gardens County Water District	General Counsel	2000
Housing Authority of County of L.A.	Special Counsel	2013
Housing Authority of County of San Bernardino	General Counsel	2019
Housing Authority of the City of Alameda	Special Counsel	2020
Housing Authority of the City of Los Angeles	Special Counsel	2020
Housing Authority of the City of Madera	Special Counsel	2021
Indian Wells Valley Groundwater Authority	General Counsel	2016
Isla Vista Community Services District	General Counsel	2017
La Cañada Unified School District	Special Counsel	2015
LA County Development Authority	Special Counsel	2013
Las Virgenes Municipal Water District	General Counsel	1989
Littlerock Creek Irrigation District	General Counsel	1990
Los Olivos Community Services District	General Counsel	2015
Madera County Transportation Commission	General Counsel	2015
Madera Irrigation District	Special Counsel	2015
Marina Coast Water District	Special Counsel	2014
Municipal Water District of Orange County	Special Counsel	2011
Orange County Council of Governments	General Counsel	2001
Palm Ranch Irrigation District	General Counsel	1997
Palmdale Water District	General Counsel	2014
Phelan Piñon Hills Community Services District	Special Counsel	2015
Placer Mosquito & Vector Control District	Special Counsel	2010
Pleasant Valley Recreation & Park Dist.	General Counsel	2017
Puente Hills Habitat Preservation Authority	General Counsel	2019
Quartz Hill Water District	Special Counsel	2016
Sacramento-Yolo Mosquito & Vector Control District	Special Counsel	2010
Salinas Valley Solid Waste Authority	General Counsel	2019
San Diego County Water Authority	Special Counsel	2022
San Gabriel County Water District	General Counsel	1989
San Luis Rey Municipal Water District	General Counsel	2015
Santa Monica - Malibu Unified School District	Special Counsel	2019
Shasta Mosquito & Vector Control District	Special Counsel	2011
South Dos Palos County Water District	General Counsel	
South Montebello Irrigation District	General Counsel	2016
Tahoe-Truckee Sanitation Agency	Special Counsel	2001
Truckee Donner Public Utility District	Special Counsel	2015
Truckee Sanitary District	Special Counsel	1996
Upper San Gabriel Valley Municipal Water District	General Counsel	2011
Upper Ventura River Groundwater Authority	General Counsel	2018
Valley County Water District	General Counsel	1989
West Basin Municipal Water District	General Counsel	1989
Yuba County Water Agency	Special Counsel	1996



ATTORNEY PROFILE



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W. KEITH LEMIEUX, JR.

EQUITY PARTNER

W. Keith Lemieux, Jr. chairs Aleshire & Wynder's Water practice. A recognized expert on matters of water, environmental and public agency law, Lemieux currently serves as City Attorney for the cities of Ridgecrest and San Gabriel. Lemieux represents municipal and county water districts throughout California, irrigation districts, and groundwater sustainability agencies including the Indian Wells Valley Groundwater Authority and the Upper Ventura River Agency. Lemieux has had extensive litigation experience defending public entities and, particularly, water districts. He has appeared in all levels of court, including the California Supreme Court and the Court of Federal Claims in Washington, D.C. Issues litigated range from construction defect cases, inverse condemnation claims, water rates and fees litigation, and even defending alleged civil rights violations. Additionally, he has litigated cases involving the California Environmental Quality Act, the Clean Water Act, the Government Claims Act, those provisions of the California Constitution related to water rights, as well as the setting of water, sewer, and other fees and charges (such as Proposition 26 and Proposition 218). He has served as chief spokesperson in a variety of labor negotiations, and represents employers in grievance and disciplinary arbitrations, and unfair practice and representation matters before the California Public Employment Relations Board.

Professional Experience

Lemieux has drafted several sections of the Public Agency Officials' Complete Source Book. He has contributed articles and lectured on the California Tort Claims Act, Proposition 218, and California conflict of interest law. He pioneered litigating the law of water rate setting when he tried one of the first cases to interpret Proposition 218 in the context of water rates. He has also had particular success in representation of cities and police officers in civil rights matters and other disputes.

PRACTICE AREAS

- ▶ Labor & Employment
- ▶ Litigation
- ▶ Public Safety

PUBLIC OFFICES

City Attorney:

- ▶ City of Ridgecrest
- ▶ City of San Gabriel

General Counsel:

- ▶ Foothill Municipal Water District
- ▶ Las Virgenes Municipal Water District
- ▶ Big Bear Municipal Water District
- ▶ Valley County Water District
- ▶ Littlerock Creek Irrigation District
- ▶ Palm Ranch Irrigation District
- ▶ Indian Wells Valley Groundwater Authority
- ▶ Upper Ventura River Groundwater Agency
- ▶ Desert Lakes

EDUCATION

- ▶ Pepperdine University School of Law, JD
1992
- ▶ University of California, Santa Barbara, BA
1989

ADMISSIONS

- ▶ State Bar of California

ATTORNEY PROFILE



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STEVEN O'NEILL

PARTNER

Steven O'Neill is a Partner in the Westlake Village Office. Steven O'Neill oversees legal matters for a wide variety of public entities and private sector clients. He currently serves as general counsel for Eastern Municipal Water District, Delta Conveyance Finance Authority, Upper San Gabriel Valley Municipal Water District, and several other water agencies in Southern California.

Mr. O'Neill represents both public and private entities, emphasizing water law, environmental law, and municipal law. Mr. O'Neill guides the Firm's natural resource management practice, including CEQA, water rights, and water quality issues. He regularly advises clients on alternative water supply issues, including the development and sale of recycled water.

Mr. O'Neill also provides legislative and policy support, drafting proposed statutes and regulations concerning a wide range of issues, from water quality issues to rate setting.

PRACTICE AREAS

- ▶ Environmental & Natural Resources

PUBLIC OFFICES

General Counsel:

- ▶ Eastern Municipal Water District
- ▶ Delta Conveyance Finance Authority
- ▶ Upper San Gabriel Valley Municipal Water District

EDUCATION

- ▶ Loyola Law School, JD 1985
- ▶ Dartmouth College, BA 1980

ADMISSIONS

- ▶ State Bar of California

ATTORNEY PROFILE



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PRACTICE AREAS

- ▶ Public Contracts
- ▶ Land Use and Zoning
- ▶ Ethics and Open Government
- ▶ Eminent Domain/Regulatory Taking
- ▶ Code Enforcement

PUBLIC OFFICES

Assistant City Attorney

- ▶ City of Murrieta

Assistant General Counsel

- ▶ Las Virgenes Municipal Water District

EDUCATION

- ▶ Indiana University, School of Law, JD, 2000
- ▶ CSU San Marcos, BA, 1997

ADMISSIONS

- ▶ State Bar of California

PAUL EARLY

PARTNER

Paul Early is a partner in the Firm's Riverside office, focusing his practice on handling a wide variety of legal issues including municipal law, land use, environmental, construction law, and all aspects of representing public agencies.

Mr. Early specializes in Land Use and Public Contracting issues along with Fee and Taxation, Brown Act and Conflicts of Interest issues.

Mr. Early graduated from the Indiana University School of Law with honors. Mr. Early currently serves as the Assistant City Attorney for the City of Murrieta and has served as the in-house Assistant City Attorney for the cities of Oxnard, Moreno Valley and Glendale and as Deputy County Counsel for the County of Riverside. His City Attorney experience includes over 18 months serving as an Acting or Interim City Attorney.

Mr. Early has over 20 years of experience directly advising City Councils, Planning Commissions, and other public agency bodies on a variety of legal matters including land use, public contracting, water rights, electric and water utilities, conflicts of interest and Brown Act matters. As in-house Assistant City Attorney, Mr. Early has managed the budget, employees, and the entirety of the legal and advisory work for a City of over 200,000.

His legal work has included the World Logistics Center Specific Plan and related litigation in Moreno Valley involving the largest logistics development plan in the western states, groundwater adjudications, recycled water contracts and agreements and large design-build public projects and infrastructure.

ATTORNEY PROFILE



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PRACTICE AREAS

- ▶ Labor & Employment
- ▶ Litigation
- ▶ Public Safety

PUBLIC SERVICE

Labor & Employment Special Counsel for:

- ▶ City of Bell
- ▶ City of Fillmore
- ▶ City of Grand Terrace
- ▶ City of Irwindale
- ▶ City of Lompoc
- ▶ City of Morro Bay
- ▶ City of Murrieta
- ▶ City of Perris
- ▶ City of Rancho Palos Verdes
- ▶ City of San Dimas
- ▶ City of Santa Monica
- ▶ City of South El Monte
- ▶ City of South Gate
- ▶ City of Suisun City
- ▶ City of Yuba City
- ▶ Foothill Municipal Water District
- ▶ Housing Authority of the City of Madera
- ▶ Housing Authority of the County of San Bernardino
- ▶ Pleasant Valley Recreation and Park District
- ▶ Salinas Valley Solid Waste Authority
- ▶ Southern Inyo Healthcare District
- ▶ Valley County Water District

COLIN J. TANNER

EQUITY PARTNER

Colin J. Tanner is a founding partner of the Firm, Chair of the Labor & Employment Practice Group. In these capacities, Mr. Tanner advises the Firm's clients regarding their labor and employment practices as well as defends and/or prosecutes litigation claims on their behalf.

Mr. Tanner was born in Oyster Bay, New York. He received a B.A. in English & American Literature and Political Science from the University of California San Diego in 1987 and his J.D. from the University of California Hastings College of Law in 1990. Mr. Tanner has been admitted to practice before all courts and administrative tribunals in California, as well as the United States District Courts for the Northern, Southern, Eastern and Central Districts of California. He has also been admitted to practice in the State of Colorado. Mr. Tanner is a member of the California State Bar, Colorado State Bar, American Bar Association, and Orange County Bar Association.

In 1990, Mr. Tanner joined the general litigation department of Haight, Brown & Bonesteel in Santa Monica after clerking with the firm during law school. In 1993, Mr. Tanner joined the litigation group of Fainsbert, Mase & Snyder in West Los Angeles, eventually becoming Chair of the litigation and employment practice groups before relocating to Orange County in 1999. In 1999, Mr. Tanner joined Hart, King & Coldren as senior counsel, continuing his litigation and employment practices. In 2000, Mr. Tanner joined Burke, Williams & Sorensen as a contract partner in its Irvine office, eventually being invited to be a full equity partner, and participating in the firm's public law, labor & employment and business practice groups. In 2003, Mr. Tanner became a founding partner in Aleshire & Wynder and undertook to Chair its Labor & Employment Practice Group.

Mr. Tanner has authored or co-authored articles which include: When is an Administrative Decision Final?; Peace Officer Retirement Identification Issues and the Related Endorsement to Carry a Concealed Weapon; CA Supreme Court Case Permits Use of Pitchess Motions in Administrative Disciplinary Appeals; Local Officials Must Participate in Sexual Harassment Prevention Training and Education; Diploma Mills: How to Prevent Employees from Buying Questionable Degrees; AB 119 Union Access to Employee Orientation; Minor Revisions to Public Records Act; DOL Changes CPI Index for LA-RIV-OC in 2018 with New Geographic Areas; New Employer Notice to Employees Requirement for Domestic Violence, Sexual Assault, and Stalking Time Off; CalPERS Agencies Must Limit Out-of-Class Appointments to 960 Hours per AB 1487; Supreme Court Rules In Janus v. AFSCME That Agency Fees Violate The First Amendment and SB 866 Is Signed Into Law In Response; Governor Signs SB 83 Extending Paid Family Leave Benefits; Governor Signs SB 188 Prohibiting Discrimination Based on One's Natural Hair; Agreements In Employment Discrimination Cases; The Do's and Don'ts of Retaining Independent Contractors; and Are Your District's Independent Contractors Affected by AB 5 and AB 170?



ATTORNEY PROFILE (CONTINUED)

EDUCATION

- ▶ University of CA, Hasting, JD 1990
- ▶ University of CA, San Diego, BA 1987

ADMISSIONS

- ▶ State Bar of California
- ▶ State Bar of Colorado
- ▶ US District Court, Central District of California
- ▶ US District Court, Eastern District of California
- ▶ US District Court, Northern District of California
- ▶ US District Court, Southern District of California

COLIN J. TANNER *EQUITY PARTNER*

SPEAKING ENGAGEMENTS

Mr. Tanner is a regular presenter on labor and employment topics, including but not limited to:

- 2023** CALPELRA 2023 Annual Conference, “The Good News About The Reinvented CalPERS Retired Annuitant Hiring Requirements”
- 2022** CALPELRA 2022 Annual Conference, “Making a Hit: The Retired Annuitant Remix”
- 2020** CALPELRA 2020 Annual Conference, “Labor Negotiations In Times Of Fiscal Crisis: Strategies For Confronting New Economic Realities”
- 2019** Public Employer Labor Relations Association of California's 10th Annual Training Conference, “The ‘California Rule’ Under Attack Still Stands – For Now”

50th California Special Districts Association Annual Conference & Exhibitor Showcase, “Independent Contractor Do’s and Don’ts”
- 2018** CALPELRA 2018 Annual Conference, “Navigating The CalPERS Administrative Appeals Process”

Public Employer Labor Relations Association of California's 9th Annual Training Conference, “Labor Relations 101”

Annual Chapter Conference of Northern California Chapter – International Public Management Association – Human Resources (NCCIPMA-HR), “Let the Grieving Process Begin - Evaluating the Grievance Scope, Grievability, Timeliness, and Management Rights as Potential Defenses.”
- 2017** Annual Chapter Conference of Northern California Chapter – International Public Management Association – Human Resources (NCCIPMA-HR), “When All Else Fails – Gearing Up for Imposition: Prerequisites, Techniques, and Approach.”
- 2016** National Public Employer Labor Relations Board (NPELRA) Labor Relations Academy I: “The Foundation of Labor Relations.”

Public Employer Labor Relations Association of California's Training Conference, “Basic Principles And Practices Of Collective Bargaining And Tools Of The Trade.”

Public Employer Labor Relations Association of California's 7th Annual Training Conference, “Preparing for Negotiation.”

ATTORNEY PROFILE



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PRACTICE AREAS

- ▶ Economic Development
- ▶ Elections
- ▶ Ethics & Open Government
- ▶ Housing
- ▶ Land Use & Zoning
- ▶ Public Agency Organization
- ▶ Public Contracts
- ▶ Public Finance
- ▶ Real Estate/Title

EDUCATION

- ▶ Chapman Univ School of Law,
JD 2019
- ▶ University of CA, Santa Barbara, BA
2016

ADMISSIONS

- ▶ State Bar of California

AFFILIATIONS

- ▶ National Association of Bond Lawyers

PAYAM MOSTAFAVI

ASSOCIATE

Payam Mostafavi represents cities, counties, water districts and other special districts as bond counsel and special counsel on a wide range of municipal and public finance issues. Payam works with clients to form community facilities districts, on establishing and imposing fees, charges, assessments and taxes, forming assessment and special tax districts, and issuing debt and related financial issues. In addition, Payam participates in foreclosures, workouts, and restructuring for defaulting financial transactions for delinquent taxes and assessments. Payam advises on ongoing disclosure and tax issues related to bonds.

Payam is Deputy City Attorney for the City of Suisun City and City of Morro Bay and Assistant Counsel for the Puente Hills Habitat Preservation Authority.

Moreover, Payam assists in a wide variety of practice areas including land use and zoning, contracts and public works, elections, and open government and ethics (including the Brown Act, the Public Records Act, and the Political Reform Act).

Payam currently serves on the firm's Diversity, Equity, and Inclusion Committee.

Payam received his J.D. from Chapman University School of Law in Orange, California. During law school, Payam was a board member of the Diversity and Social Justice Forum as well as a Teaching Assistant for the Transactional Law course. Payam received his B.A. degree in Communications from the University of California, Santa Barbara.

REPRESENTATIVE MATTERS

▶ NFL

Represented the Carson Successor Agency leveraging former redevelopment tax increment to effectuate significant remediation funds for 157 acre land contaminated landfill property for partial use as a NFL stadium and/or outlet mall. Facilitated a vertical parcel split to develop one of the first Community Facilities Districts to finance ongoing remediation and operation costs of remedial systems on the property.

▶ Formation of Carson Enhanced Infrastructure District (EIFD)

Currently represents City of Carson in partnership with the County of Los Angeles in the formation of an Enhanced Infrastructure Financing District to finance affordable housing, remediation and regional public improvements. Together with the, County of Los Angeles and consultant teams, Payam evaluated the EIFD as a means to support / catalyze growth in various areas of Carson the over the next 20 years and beyond. The EIFD is estimated to bring forth a significant positive net fiscal impact to the City General Fund (\$75 million over 50 years), approximately 3,200 housing units, and more than 9,400 direct, permanent jobs plus additional indirect and induced job, and environmental mitigation and remediation of brownfields of properties.



ATTORNEY PROFILE (CONTINUED)

PAYAM MOSTAFAVI ASSOCIATE

▶ Issuance of Carson Pension Obligation Bonds

Served as bond counsel on this transaction. Using Pension Obligation Bonds as a budget management tool, the City of Carson reduced costs it would otherwise be incurring over the next 20 years by \$47.3 million. The Bonds are being issued to pay the City's currently unamortized, unfunded accrued actuarial liability to the California Public Employees' Retirement System for the benefit of City employees, and pay the costs of issuing the Bonds. Also, assisted with the judicial validation of the proceedings and transactions relating to the issuance of the Bonds.

▶ City of Perris Industrial Policy

Payam assisted with the development of a new industrial financing program in City of Perris to facilitate infrastructure development. Payam consulted the City with the goal of developing appropriate policies for industrial CFDs in an attempt to mitigate the risks associated with industrial CFDs and determine circumstances when industrial CFDs are appropriate for the City to pursue.

▶ Land Secured Financings

Served as bond counsel on various land-secured financings in the City of Perris, City of Carson and City of Fillmore.

▶ Issuance of Bonds for City of Perris CFD 2018-1 (Green Valley – West Elm)

Served as bond counsel on this transaction. This transaction involved the financing and issuance of approximately \$6.5 million in bonds associated with Improvement Areas No. 1 and No. 2 of CFD 2018-1 (Green Valley-West Elm) to fund the acquisition and construction of public facilities and public capital fees for public improvements.

▶ Formation of City of Perris CFD 2021-1 (Avion Pointe/Acacia)

Served as bond counsel in connection with the formation of the residential community facilities district, and the dissolution of an existing CFD that encumbered the proposed CFD. Payam assisted putting together the transaction to authorize a future bonded indebtedness of approximately \$5 million. These bonds will be used to pay for the public facilities and infrastructure costs and services of local development and the debt service on the bonds will be paid from special taxes levied on real property within the CFD. The CFD will contain approximately 60 single-family detached homes.

▶ Formation of City of Perris CFD 2022-1 (Willowbend)

Served as bond counsel in connection with the formation of the residential community facilities district, and the dissolution of an existing CFD that encumbered the proposed CFD. Payam assisted putting together the transaction to authorize a future bonded indebtedness of approximately \$17.5 million. These bonds will be used to finance City storm drain, basin and street improvements as well as Eastern Municipal Water District water and sewer fees via a Joint Community Facilities Agreement. The CFD will contain approximately 300 single-family detached homes.

ATTORNEY PROFILE



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STEPHEN R. ONSTOT

PARTNER

Stephen Onstot is currently Co-Chair of the Firm's Litigation Group, and has been practicing municipal law for over 30 years, focusing his practice on public agency litigation involving technical, novel and complex issues. He has served as lead counsel in over 16 civil and criminal trials and over 20 bench trials and writ proceedings in both state and federal court as well as authored numerous appellate briefs.

Applying his education and experience as a chemical engineer, Steve has developed special expertise in environmental, telecommunications, cable television, and tort issues. In addition, as a registered patent, copyright, and trademark attorney, he is also uniquely qualified to handle intellectual property matters.

Steve's major cases with A&W include: lead counsel in South Bay Odor Incident complex litigation, completion of the 710 Freeway; the ability of a public entity to charge telecommunications companies rent for use of the public right of way; the scope of a city's ability to acquire property outside of its incorporated area; recovery of a redevelopment agency's cost to clean up contaminated property; valuation of environmentally impaired property for eminent domain and bankruptcy purposes; intellectual property rights of public employees; defense of initiatives and referendums; cell tower siting; and civil rights liability for handling 911 calls made from mobile phones and Clean Water Act citizen suits.

Steve graduated from the University of California, Davis in 1984 with degrees in Chemical Engineering and Political Science. In 1988 he graduated from the University of the Pacific, McGeorge School of Law and subsequently served as an adjunct faculty member for Oxnard, Bakersfield, Moorpark, and Fullerton Colleges. In 1990, Steve authored and taught the California Department of Real Estate's first certified continuing education course in environmental law for realtors: "Environmental Concerns In Real Estate Transactions" and served for four years as a volunteer lead coach for Patriot High School's Mock Trial Team.

Steve is admitted to the California State and U.S. Patent and Trademark Bar Associations and is admitted to practice in the United States District Court for the Northern, Eastern, Central, and Southern Districts of California and the District of Arizona as well as the Ninth Circuit Court of Appeals.

PRACTICE AREAS

- ▶ Environment & Natural Resources
- ▶ Litigation
- ▶ Toxics & Hazardous Waste
- ▶ Water

EDUCATION

- ▶ McGeorge School of Law JD 1988
- ▶ University of CA, Davis BS and BA 1984

ADMISSIONS

- ▶ State Bar of California
- ▶ US District Court, Arizona
- ▶ US District Court, Central District of California
- ▶ US District Court, Eastern District of California
- ▶ US District Court, Southern District of California

AFFILIATIONS

- ▶ US Patent & Trademark Office

Board Memorandum

July 11, 2024

To: General Manager

From: Art Aseo, Engineering & Capital Projects Manager

Subject: Design for Extension of Potable Water Line on Santa Rosa Road

Objective: Extend the potable water line on Santa Rosa Road from Upland Road to San Rafael Way.

Action Required: It is recommended that the Board of Directors authorize the General Manager to award a contract and issue a purchase order to MNS Engineers, Inc. in the amount of \$107,935.00 for engineering services to design the extension of the Potable Water Line on Santa Rosa Road from Upland Road to San Rafael Way.

Discussion: The District has been experiencing flow restriction in the potable water distribution system where the existing 24" PVC potable water main from the Conejo Wellfield is reduced to a 12" main near the intersection of Upland Road and Santa Rosa Road. While the existing flow restriction does not result in velocities that are greater than recommended, it does cause some pressure problems in the existing distribution system. Higher pressures experienced at the Conejo Wellfield cause increased maintenance and operational concerns.

This project would extend the existing pipeline approximately 2,100 feet along Santa Rosa Road from the end of the 24" main line to where the 12" main line splits into two 12" lines, immediately to the west of San Rafael Way. The connection point will be on the 12" line that continues west along Santa Rosa Road, preferably on the westbound lane. The proposed line (size to be determined) would reduce the head loss experienced in this section, improving flow and allowing for reliable, uniform pressure across the area. The new line will be parallel to the existing 12" line on Santa Rosa Road. Part of the design requirement is to determine the proper size and alignment of the new line.

Engineering scope of work consists of:

- Project Management, QA/QC, Meetings
- Preliminary Engineering
 - Data review (record drawings, utility information, GIS data, hydraulic model)
 - Topographical survey
 - Hydraulic analysis design memorandum
- Construction Documents
 - Plans and Specifications
 - Cost estimate
- Technical Support During Bidding Phase

Proposals: Staff contacted four consultants (Cannon, MKN, MNS, and Perliter & Ingalsbe) on May 13, 2024 and requested proposals by June 20, 2024. A pre-proposal and site visit was held on June 5, 2024. Three firms responded with their proposals. P&I did not respond.

Proposals summary and analysis:

<u>Consultant</u>	<u>Cost</u>	<u>Work Schedule</u>	<u>Qualification/Experience</u>	<u>Design/Approach</u>
MNS	\$107,935	08/06/24 – 04/03/25	Outstanding	Outstanding
MKN	\$114,759	08/08/24 – 02/13/25	Outstanding	Outstanding
Cannon	\$138,629	07/26/24 – 02/17/25	Outstanding	Outstanding

Cannon, MKN and MNS each demonstrated a solid understanding of the project requirements, as well as experience with similar projects. All three consultants showed their superb qualifications, experience, design approach and credentials that they can confidently perform the work and deliver a high-quality product. Additionally, they are all familiar with the District’s water and wastewater systems, and the top three consultants that the District commonly employs for various capital improvement projects.

Recommendation: The decision on the selection of a consultant came down to the cost. Based on the foregoing, Staff recommends awarding the contract/agreement to MNS. This is an approved capital improvement project in the Fiscal Year 2024-25 operating and capital budget.

Next Steps: Upon completion of the plans and specifications for construction, staff will advertise the project for bidding, after which the project will be presented again to the Board to request funding approval for construction.

Attachments:

- MNS Proposal – Extension of 24” Water Line on Santa Rosa Road
- Project Site Map – Extension of 24” Water Line on Santa Rosa Road

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Ste. 101
Westlake Village, CA 91362

DATE: July 11, 2024
Agreement No.: 2025-93

The undersigned Consultant offers to furnish the following: provide professional engineering services for design for extension of potable water line Santa Rosa Rd. for Camrosa Water District, per proposal dated June 20, 2024.

Contract price \$: Not to exceed \$107,935 per proposal attached.

Contract Term: 07/11/2024 – 06/30/2025

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: MNS Engineers, Inc.

By: _____
Norman Huff

By: _____
Nick Panofsky, PE

Title: General Manager

Title: Vice-President

Date: _____

Date: _____

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. Indemnification: To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including **reasonable attorney's fees and costs, arising from** negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. Coverage: Coverage shall be at least as broad as the following:
 1. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability - (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance with limit of no less than \$1,000,000 per** accident for bodily injury or disease.
 4. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. Professional Liability - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- d. If Claims Made Policies:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant **must purchase "extended reporting"** coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- b. Primary Coverage: For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. **Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.**
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. **Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.**

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.

June 20, 2024

Camrosa Water District
Attention: Mr. Art Aseo, PE
Project Manager
7385 Santa Rosa Road
Camarillo, CA 93012

SUBJECT: Camrosa Water District - Design Services for Extension of Potable Water Line on Santa Rosa Road (From Upland Road to San Rafael Way)

Dear Mr. Aseo:

MNS Engineers appreciates the opportunity to provide this proposal to the Camrosa Water District (District/Camrosa). The scope of work was developed based on the Request for Proposals (RFP) for Design Services for Extension of Potable Water Line on Santa Rosa Road (From Upland Road to San Rafael Way) (Project) dated May 13, 2024.

Project Understanding

The District has identified a 'pinch point' in their potable water distribution line in Santa Rosa Road where the existing 24-inch PVC potable water main from the Conejo Wellfield (located south of the intersection of Santa Rosa Road and Hill Canyon Road) reduces to 12 inches near the intersection of Upland Road and Santa Rosa Road. The significant differential in pipe diameters is resulting in high pressures at the Conejo Wellfield and contributing to increased maintenance and operational concerns.

The District is requesting proposals from qualified consultants to extend the existing pipeline approximately 2,100 feet along Santa Rosa Road from the terminus of the existing 24-inch PVC water pipeline to where the 12" STL pipeline splits into two 12" STL pipelines west of San Rafael Way (see Project Site Map below). The connection point will be on the 12" STL pipeline that continues west along Santa Rosa Road, preferably in the westbound lane.

The intent of the Project is to evaluate alignment alternatives and construction methods, identify potential utility conflicts, and provide design recommendations to reduce head losses, improve flow rates, and stabilize pressures throughout the affected areas. The results of the evaluation will culminate in the production of bid ready documents for construction of the recommended improvements.





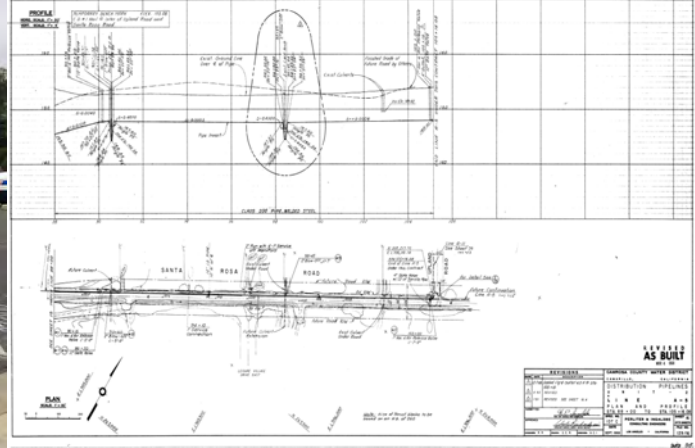
PROJECT SITE MAP

Project Approach

MNS will take a comprehensive approach to the Project by actively managing the individual tasks and minimizing the District's effort to move the Project forward. We will use our in-house, experienced water resources engineers and survey staff (as necessary) to support this Project. MNS understands the District's mission statement and will therefore deliver this Project on time or ahead of schedule with the most efficient use of resources and lowest feasible costs.

The first step in the Project will involve an investigation of existing conditions along Santa Rosa Road (see record drawing and site photo below). A site visit, utility search, and review of existing records will be conducted as part of the site assessment. MNS was also informed of an ongoing resurfacing project along Santa Rosa Road that is expected to be completed in July 2024 and will result in a 3-year moratorium on impacts to surface improvements. As such, a feasibility assessment will need to be conducted to address the applicability, impact, and cost of compliance with the City of Camarillo's Pavement Management Plan Moratorium. Alternative construction methods and pipeline alignments in Santa Rosa Road will be evaluated based on the requirements outlined in the moratorium with primary consideration being given to the most efficient and low-impact alternatives. We will perform a spreadsheet analysis of the system hydraulics to determine the recommended sizing of the new water main. We assume the District will provide flow data for the purpose of calculating head losses.





The construction alternatives, challenges, costs, and system hydraulics will be evaluated and summarized in a draft Preliminary Design Technical Memorandum (TM). Comments from the District will be incorporated into the Final TM, which will be used to inform the subsequent detailed design. The final design documents provided will be suitable for public bidding.

Scope of Work

MNS will provide the following scope of work for the Project. We assume that the District will complete environmental compliance as required, therefore environmental compliance services are not included.

Task 1 – Project Management, Meetings, and QA/QC

The Project Manager, Tyler Hunt, PE, will provide ongoing coordination between Camrosa and the internal Project team during the Project. He will monitor the budget and serve as the main point of contact with Camrosa. He will submit monthly invoices with all supporting documentation in a format acceptable to the District and manage contract terms. Tyler will be responsible for ensuring all deliverable deadlines are met, all internal quality control reviews are completed, and the final products meet the expectations of Camrosa. Updates to the design schedule will be provided after each milestone.

In accordance with MNS company policy for quality assurance/quality control (QA/QC), all deliverables, calculations, recommendations, and other documentation will be reviewed by an experienced engineer, not otherwise associated with the Project, prior to submittal to the District. Documents will be reviewed to ensure technical excellence, the goals and expectations of Camrosa are being met, and conformance with applicable design checklists and standards. For this Project, deliverables and other items requiring QA/QC reviews will be reviewed by Nick Panofsky, PE.

Over the course of the Project, MNS will facilitate, and lead meetings and conference calls as required to move the Project forward and ensure the District is informed and in concurrence with the progress of the Project. MNS will prepare an agenda, schedule updates, and provide meeting minutes for each of the meetings identified below. We have budgeted for five meetings, one of which will occur in person:

- Project Kick-off Meeting and Site Visit (in person)
- Technical Memorandum Review Meeting (virtual)
- 50% Deliverable Package Review Meeting (virtual)
- 90% Deliverable Package Review Meeting (virtual)



- 100% Deliverable Package Review Meeting (virtual)

The MNS Project Manager and Associate Engineer will attend each meeting.

Deliverables

1. Meeting agendas and minutes
2. Invoices
3. Schedule updates

Task 2 – Existing Facilities Documentation

MNS will coordinate with the District to obtain documentation of existing facilities. MNS will review existing data and record drawings to determine proximity of utilities within the Project area to ensure adequate clearances and/or sanitary protections are in place. MNS will perform a field survey and research and collect utility atlas maps along the pipeline alignment including commercial utilities and will illustrate the locations on the design drawings.

Subtask 2.1 – Existing Data and Utility Requests

As part of the kick-off meeting, MNS will submit a Request for Information to the District including previous studies, title reports, Geographic Information System (GIS) information, usage information, and record drawings of the facilities. Once obtained, MNS will review the information and incorporate relevant items into the project base map.

MNS will prepare and send project notification and utility atlas request letters to known utility operators within the Project vicinity. We will prepare and maintain a utility matrix to track responses and potential utility conflicts. We assume the District will provide record drawings for their facilities. Utilities for which record drawings/atlas maps are received will be shown on the base maps.

Subtask 2.2 – Topographic and Boundary Survey

MNS will perform field surveying and mapping services in support of the Project. The limits of the ground survey will include the full width of the roadway identified along Santa Rosa Road (Approx. 2,100 LF or 5.3 Acres). Ground survey features to include: hardscape, structures, walls, fences, signage, striping, observable utilities, and any other applicable features. This scope of work also includes obtaining invert elevations of applicable sewer and storm drain structures. MNS will establish new controls on the NAD83 horizontal and NAVD88 vertical datum. A topographic base map will be prepared in AutoCAD at a scale of 1" = 20' with 1' contour intervals.

MNS will locate monuments to establish right of way and property boundaries within the applicable Project limits. Research will include available records from the County of Ventura including applicable vesting deeds to define property boundaries. This boundary work will assist in defining limits for Project improvements. This proposal assumes title reports will not be required for the boundary work.

Task 3 – Preliminary Design Technical Memorandum

MNS will develop a detailed draft Preliminary Design Technical Memorandum (TM) describing and summarizing the findings of Task 2. MNS will use our recent work experience to develop replacement recommendations for the identified segment of water main. Recommendations will favor the most cost-effective approaches, while eliminating infeasible or risky alternatives.

The TM will include descriptions, figures, cost estimates, evaluations, and analysis of each construction alternative, culminating in a recommended project implementation strategy and basis of design. The TM will address construction alternatives and requirements for work adjacent to residential structures and property, work in open space, work on slopes, work in areas under a moratorium, and work within environmentally sensitive habitats. The



TM will also evaluate the system hydraulics to provide sizing recommendations for the new water main and alternatives to maintain service during construction.

Following submittal of the Draft TM, MNS will lead a workshop with District staff to review the implications of each potential site and alternatives and to receive feedback and comments from District staff. Following the workshop, MNS will finalize the TM with consensus from the District. The Final TM will be stamped and signed by a Professional Civil Engineer, licensed in California.

Deliverables

1. Draft and Final Preliminary Design TMs
2. Draft Preliminary Design TM comment response matrix

Task 4 – Plans, Specifications, and Cost Opinion

MNS will develop a complete set of PS&E for the Project. Design documents will be delivered at the 50%, 90%, 100%, and Final design stages. Final contract documents will be stamped by a Professional Civil Engineer registered in the State of California. We will provide electronic documents upon completion of the work. Electronic formats will include images prepared in Adobe PDF format and electronic files compatible with Microsoft Word and Excel, and AutoCAD, if requested.

MNS will develop plans and specifications using the District’s standard template for linear construction Projects. Design specifications will be in conformance with to the jurisdictional entities including the District and other entities as required. Technical specifications will be developed in accordance with standard engineering practice; District engineering standards will be referenced along with American Society for Testing and Materials (ASTM), and other standards as appropriate.

Plans

MNS will prepare plans for the selected Project based on the rehabilitation recommendations identified by the District and MNS in the TM. We will prepare 50%, 90%, 100%, and Final plan submittals for the District’s review. Plan and profile drawings will be prepared at 1” = 20’ scale in the latest version of AutoCAD Civil 3D and will use the District’s standard title block.

Prepared drawings are anticipated to include the following:

Sheet No.	Drawing No.	Description
1	G-01	Title Sheet, Vicinity Map, and Sheet Index
2	G-02	Notes, Abbreviations, and Legend
3	G-03	Site Location Plan and Survey Data
4 - 7	C-01 – C-04	Santa Rosa Road Plan and Profiles
8	C-05	Miscellaneous Civil and Connection Details

Final plans will be stamped and signed by a Professional Engineer, registered in the state of California, in their respective discipline.

Specifications

We will prepare technical specifications using the District’s boiler plate Special Provisions template. MNS will develop technical specifications for this Project based on the District’s Engineering Standards and Construction Specifications



in CSI format. Design specifications will be in conformance with the jurisdictional entities for the Project. We have assumed the District will provide front-end documents which we will revise with Project specific information.

Full specifications will be provided at the 90% design level.

Construction Cost Opinion

MNS will prepare an engineer's opinion of probable construction cost for each submittal. We will base the opinion on recent Projects of similar size and scope upon which we have worked, as well as cost estimating manuals, equipment and materials quotes, communications with contractors, input from our internal construction managers, and other resources.

Subtask 4.1 – 50% PS&E

MNS will prepare 50% PS&E sufficiently complete to provide for District review. We will assemble a review package in PDF format and transmit electronically. For the 50% submittal, a table of contents only for the Project technical specifications will be provided. Following receipt of the District's consolidated 50% design comments, we will hold a design review meeting with District staff to discuss the District's comments as discussed in Task 1. We anticipate all comments will be generally within the scope of this proposal. We will prepare a response matrix summarizing each District comment on the 50% design, identifying how each comment is addressed in the 90% submittal.

Subtask 4.2 – 90% PS&E

MNS will prepare 90% PS&E sufficiently complete to provide for District review including full technical specifications. We will assemble a review package in PDF format and transmit electronically. Following receipt of the District's consolidated 90% design comments, we will hold a design review meeting with District staff to discuss the District's comments. We will prepare a response matrix summarizing each District comment on the 50% design, identifying how each comment is addressed in the 90% submittal. We anticipate all comments will be generally within the scope of this proposal.

Subtask 4.3 – 100% PS&E

MNS will prepare 100% PS&E sufficiently complete to provide for District review. We will assemble a review package in PDF format and transmit electronically. Following receipt of the District's consolidated 100% design comments, we will hold a design review meeting with District staff to discuss the District's comments. We will prepare a response matrix summarizing each District comment on the 90% design, identifying how each comment is addressed in the 100% submittal. We anticipate all comments will be generally within the scope of this proposal.

Subtask 4.4 – Final PS&E

MNS will prepare Final PS&E documents which will include complete plans and details for the proposed work suitable for public bidding. These plans will include changes based upon the 100% design review comments and discussion. We will prepare a response matrix summarizing each District comment on the 100% design, identifying how each comment is addressed in the Final submittal. We will submit electronic documents upon completion of the work. Electronic formats will include images prepared in PDF format and electronic files compatible with Microsoft Word, Excel, and AutoCAD, as appropriate. Contract documents will be stamped and signed by professional engineers in the appropriate disciplines, registered in the State of California.

MNS assumes the District will provide final reproduction of plans and specifications and will provide plans and specifications to prospective bidders.



Deliverables

3. 50%, 90%, 100%, and Final PS&E
4. 50%, 90% and 100% comment response matrices

Task 5 – Bid Phase Services

MNS will support the District during bidding of the Project by responding to Contractor Requests for Clarifications (RFC's), coordinating with the District for addendum preparation, and developing addenda including plan revisions. We have assumed we will respond to up to five questions and assist with one addendum. We will prepare and submit conformed contract documents, if necessary, following the end of the bid period. MNS will also attend the pre-bid meeting. We assume the District will compile the PS&E package and manage the construction bid and award process.

Assumptions

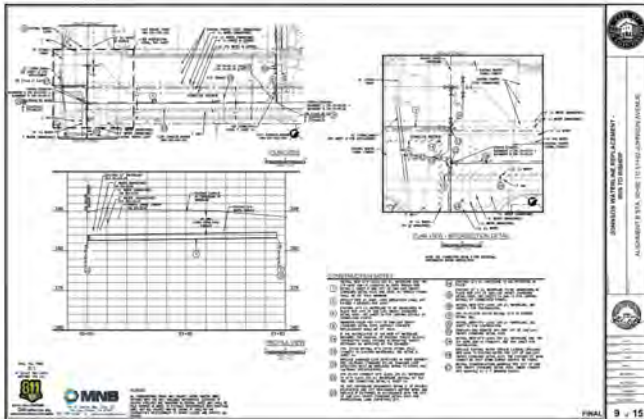
- Environmental compliance will be completed by the District and is excluded from the Project work.
- Permitting is excluded from the Project work.
- Traffic control plans are excluded from the Project work.
- Existing topographic, utility atlases, and record drawing information available will be provided to MNS in AutoCAD and PDF format, respectively.
- Existing geotechnical reports available will be provided to MNS by the District.
- Basic utility information will be obtained from record drawings and utility agency inquiries.
- Obtaining title reports is excluded from the Project work.

Experience

MNS has a wide array of similar and applicable experience to the scope included in this project. Selected experience is included as follows.



Johnson Avenue Waterline Replacement



PROJECT	Johnson Waterline Replacement
OWNER	City of San Luis Obispo

The City of San Luis Obispo sought to replace aging water mains in the City, within a water distribution system that delivers potable water to approximately 14,700 metered customers. The major goals of this proactive replacement scheme was to provide uninterrupted water flow at adequate pressures, to meet all fire and domestic flow requirements, and to minimize system water loss due to leakage.

The first phase of the project replaces approximately 3,670 feet of 16-inch cast iron water main on California Boulevard from Mill Street to San Luis Drive, San Luis Drive from California Boulevard to Johnson Avenue, and Johnson Avenue from San Luis Drive to Lizzie Street. The second phase of the project includes approximately 2,460 feet of 16-inch cast iron water main on Johnson Boulevard from Iris to Bishop Street and on Bishop Street from Johnson Boulevard to Augusta Street. Phase 2 also replaces approximately 600 feet of 12-inch-diameter cast iron main from the Bishop Street/Johnson Boulevard intersection to the Bishop Street Pump Station. Replacing this particular pipeline is challenging; there are many existing, conflicting utilities in the area such as sewer, oil, and gas (high and low pressure) lines. Project is under construction.

Market Place Pipeline Replacement Project, Santa Clarita Valley Water Agency

PROJECT	Market Place Pipeline Replacement Project
OWNER	Santa Clarita Valley Water Agency

This project replaces a water main located in a commercial development. The main has experienced multiple failures recently. MNS prepared engineered contract documents to replace approximately 4,400 linear feet (LF) of existing 14-inch diameter polyvinyl chloride (PVC) water main at the Market Place Shopping Plaza (Market Place) located along the Old Road between McBean Parkway and Pico Canyon Road in Stevenson Ranch, California.

The existing PVC water main was constructed in the Market Place parking lot and along the backside of the existing shops on a private property outside of the public right-of-way. The existing piping will be abandoned in-place and new 16-inch Ductile-Iron (Class 350) pipe installed. The Project includes approximately 30 water main tie-ins and water service laterals.



MNS provided a biddable set of construction contract documents. MNS also researched authorities having jurisdiction over the Project and provided a list to SCVWA for obtaining required permits and inspections. A key element for construction is the phasing of the construction and existing water main abandonment. MNS provided phasing plans to reduce shutdown times and facilitate continuity of service during construction

Well 14 Energy Efficiency Pipeline Replacement Project, United Water Conservation District



PROJECT	Well 14 Energy Efficiency Pipeline Replacement Project
OWNER	United Water Conservation District

United Water Conservation District (UWCD) operates twelve wells that extract water from the Oxnard Plain aquifer system including the confined Upper Aquifer System (UAS) and the Lower Aquifer System (LAS). Due to variations in the water quality from the UAS, LAS water is occasionally used to blend with the UAS water to reduce contamination levels. Extracted water from both aquifer levels is sent to the El Rio Water Treatment and Groundwater Recharge Facility (El Rio WTP) for treatment and disinfection prior to discharge to the distribution system. The District owns and operates a LAS well, designated as Well 14, east of Rose Avenue near Corsicana Drive. A 12-inch glued PVC well discharge line, constructed in 1986, connects Well 14 to the El Rio WTP. With an approximate length of 2,100 linear feet, the existing pipeline experiences velocities close to 10 feet per second and up to 50 feet of head loss at the design flow rate of 3,500 gallons per minute (gpm) requiring a 500 horsepower (HP) motor and high associated operating costs.

UWCD hired MNS to provide design and permitting to prepare design drawings and specifications to replace the existing 12-inch well discharge line with an 18-inch well discharge line. The overall objective of the Project is to reduce the energy demand to operate Well 14 at the design discharge of 3,500 gpm, supply the El Rio WTP, and continue to provide clean, safe, reliable, and cost-effective drinking water to customers.

MNS is currently providing professional engineering services for the installation of an 18-inch waterline from the Well 14 site to a point of connection at the Well 11 discharge at the El Rio WTP. This Project includes the evaluation of multiple alignments and installation methods as well as obtaining a Ventura County Public Works Agency Encroachment Permit for work in Rose Avenue.



Project Team

Our highly qualified project team is available to provide the District with a preliminary design and complete contract documents including plans, specifications and cost opinion that meets their needs and are delivered on schedule. Team resumes are available upon request. Below is an organization chart identifying the MNS team:



Project Manager - Tyler Hunt, PE

Tyler will serve as the Project Manager and will lead the team to ensure work is progressing, resources are allocated, communication with the District is maintained, the review of alternatives is comprehensive, and the Project completed on schedule and budget. He has over 24 years of experience in the water resources industry. Tyler's expertise includes project management, water/wastewater conveyance, site improvements, wastewater treatment, wastewater reclamation, irrigation and water delivery, stormwater pollution prevention, low-impact development (LID), water system consolidation, and municipal infrastructure projects.

QA/QC Manager - Nick Panofsky, PE

Nick will provide QA/QC of each deliverable prior to submittal to the District. He has over 18 years of professional consulting experience in the water resources industry. Nick has advanced his expertise through a variety of municipal infrastructure design projects including potable water, recycled water, wastewater, and stormwater. He has been involved in every stage of the design process, including planning, analysis, design, construction management, and operational assistance.

Associate Project Engineer – Ashleigh Keelean

Ashleigh will be responsible for compiling and analyzing data and documentation, field reviews, document production, and other technical tasks. Ashleigh specializes in water resources/wastewater engineering design for various projects such as pipelines, storage tanks, well improvements, pump stations, and pressure-reducing stations. She is experienced and knowledgeable with AutoCAD Civil 3D, GIS, WaterCAD and various other software packages.



Principal Surveyor – Shane Sobecki, PLS, EIT

Shane will be responsible for leading office activities for delivery of the project survey. He has 21 years of experience in land surveying. As a Principal Surveyor, he plays a key role in managing MNS’ survey projects. His land surveying background includes tentative subdivision mapping, final maps, site plans, easements, legal descriptions, annexation exhibits, topographic mapping, 3D scanning, aerial surveys, construction staking, monitoring, records of survey, construction staking, monitoring, boundary surveys and right-of-way retracements. Shane has proficient knowledge in the uses of AutoCAD and other surveying software.

Survey Party Chief – Justin Dickerson

Justin will be responsible for leading field survey activities for delivery of the project field survey data. He has 23 years of experience in land surveying and land development/project management. As a Certified Party Chief, Justin is directly responsible for the planning and implementation of various survey projects, including management and direction of field and office team members in the compilation, review and assessment record mapping and associated documents. He has extensive experience in boundary surveys, construction computations for field crews, topographic surveys, and in the design and preparation of record of surveys, parcel maps, lot line adjustment, parcel mergers, final maps, ALTA maps, data processing, legal descriptions and deeds.

Schedule

MNS is committed to meeting the District’s schedule requirements for this project. We are prepared to begin work on or before August 2, 2024. Based on this start date, we are committed to meeting or exceeding the following schedule.

Project Kick-Off	August 6, 2024
Complete Topographic Survey and Utility Research	September 10, 2024
Draft Preliminary Design TM	September 27, 2024
District Review (2 weeks)	September 27 – October 11, 2024
Final Preliminary Design TM	November 1, 2024
50% PS&E	December 6, 2024
District Review (3 weeks)	December 9 – December 30, 2024
90% PS&E	February 4, 2025
District Review (2 weeks)	February 5 – February 19, 2025
100% PS&E	March 12, 2025
District Review (1 week)	March 13 – March 20, 2025
Final PS&E	April 3, 2025

Compensation

MNS proposes to perform the services described herein for a not-to-exceed fee estimate of **\$107,935**. A breakdown by task is provided in the following table. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with our current fee schedule, attached.

Task	Fee
Task 1 – Project Management, Meetings, QA/QC	\$10,900
Task 2 – Existing Facilities Documentation	\$25,605
Task 3 – Preliminary Design TM	\$15,140
Task 4 – Plans, Specifications, and Cost Opinion	\$50,480
Task 5 – Bid Phase Services	\$5,810
Total	\$107,935



Closing

Thank you for the opportunity to submit this proposal. We are excited and look forward to working with the District. Please feel free to contact me with any questions you may have about our submittal at 805.788.8013 or thunt@mnsengineers.com. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Tyler Hunt", with a long horizontal flourish extending to the right.

Tyler Hunt, PE
Principal Engineer

Attachments:

Attachment A: Detailed Fee Proposal

Attachment B: MNS 2024 Rate Schedule





		PM	ENGINEERING			SURVEYING				Total Resource Hours	Total Hours* Rates	Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total
		Principal Engineer, Project Manager (Hunt)	Principal Engineer, QA/QC (Panofsky)	Associate Engineer (Keelean)	CAD Technician (Diego)	Principal Surveyor (Sobecki)	Chain Person (TBD)	Party Chief (Dickerson)	Assistant Surveyor (TBD)						
	2024 Rate	\$305	\$305	\$190	\$130	\$280	\$160	\$190	\$160						
1 – Project Management, Meetings, QA/QC	Task 1														
1.1 Project Management, Meetings, and QA/QC	Task 1.1	22	10	6						38	\$10,900	Task 1.1	\$10,900	\$0	\$10,900
	Task 1 Subtotal	22	10	6	0	0	0	0	0	38	\$10,900		Task 1 Subtotal		\$10,900
2 – Existing Facilities Documentation	Task 2														
2.1 Existing Data and Utility Requests	Task 2.1	1		12	4					17	\$3,105	Task 2.1	\$3,105	\$0	\$3,105
2.2 Topographic and Boundary Survey	Task 2.2					20	30	30	40	120	\$22,500	Task 2.2	\$22,500	\$0	\$22,500
	Task 2 Subtotal	1	0	12	4	20	30	30	40	137	25,605		Task 2 Subtotal		\$25,605
3 – Preliminary Design Technical Memorandum	Task 3														
3.1 Draft Technical Memorandum	Task 3.1	8		32	16					56	\$10,600	Task 3.1	\$10,600	\$0	\$10,600
3.2 Final Technical Memorandum	Task 3.2	4		12	8					24	\$4,540	Task 3.2	\$4,540	\$0	\$4,540
	Task 3 Subtotal	12	0	44	24	0	0	0	0	80	\$15,140		Task 3 Subtotal		\$15,140
4 – Plans, Specifications, and Cost Opinion	Task 4														
4.1 50% PS&E	Task 4.1	6		40	56					102	\$16,710	Task 4.1	\$16,710	\$0	\$16,710
4.2 90% PS&E	Task 4.2	12		64	56					132	\$23,100	Task 4.2	\$23,100	\$0	\$23,100
4.3 100% PS&E	Task 4.3	4		16	20					40	\$6,860	Task 4.3	\$6,860	\$0	\$6,860
4.4 Final PS&E	Task 4.4	2		10	10					22	\$3,810	Task 4.4	\$3,810	\$0	\$3,810
	Task 4 Subtotal	24	0	130	142	0	0	0	0	296	\$50,480		Task 4 Subtotal		\$50,480
5 – Bid Phase Services	Task 5														
5.1 Bid Phase Services	Task 5.1	6		10	16					32	\$5,810	Task 5.1	\$5,810	\$0	\$5,810
	Task 5 Subtotal	6	0	10	16	0	0	0	0	32	5,810		Task 5 Subtotal		\$5,810
Sub-Total	Hours	65	10	202	186	20	30	30	40	583	107,935	Grand Total	\$107,935	\$0	107,935
	Cost	\$19,825	\$3,050	\$38,380	\$24,180	\$5,600	\$4,800	\$5,700	\$6,400						



2024 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$340
Senior Project/Program Manager.....	325
Project/Program Manager	275
Assistant Project/Program Manager	255
Senior Project Coordinator	195
Project Coordinator	165

ENGINEERING

Principal Engineer	\$305
Lead Engineer	270
Supervising Engineer	255
Senior Project Engineer	235
Project Engineer.....	210
Associate Engineer	190
Assistant Engineer.....	175

SURVEYING

Principal Surveyor	\$280
Lead Surveyor	270
Supervising Surveyor	230
Senior Project Surveyor	210
Project Surveyor.....	185
Associate Project Surveyor.....	175
Assistant Project Surveyor	160
Party Chief (PW).....	190
Chainperson (PW)	160
One-Person Survey Crew (PW).....	225

TECHNICAL SUPPORT

CADD Manager.....	\$210
Supervising Technician	180
Senior Technician	170
Engineering Technician	130

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$330
Senior Construction Manager.....	290
Senior Resident Engineer.....	265
Resident Engineer	250
Structure Representative.....	245
Construction Manager	230
Assistant Resident Engineer.....	210
Sr. Construction Inspector (PW)	185
Construction Inspector (PW)	177
Office Administrator.....	135

PLANNING

Planning Director	\$235
City Planner/Planning Manager	220
Principal Planner	205
Senior Planner	190
Associate Planner	160
Assistant Planner	135
Planning Technician	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$195
Management Analyst.....	165
IT Technician.....	150
Graphics/Visualization Specialist.....	160
Administrative Assistant.....	105

GOVERNMENT SERVICES

City Engineer	\$265
Deputy City Engineer	235
Assistant City Engineer.....	225
Plan Check Engineer.....	185
Permit Engineer.....	175
City Inspector	168
Senior City Inspector (PW)	185
City Inspector (PW)	177
Principal Stormwater Specialist	190
Senior Stormwater Specialist.....	180
Stormwater Specialist	170
Stormwater Technician	150
Building Official.....	250
Senior Building Inspector.....	200
Building Inspector	175
Senior Grant Writer.....	190
Grant Writer	180
Associate Grant Writer	160
Assistant Grant Writer	145



PROJECT SITE MAP

Board Memorandum

July 11, 2024

To: General Manager

From: Art Aseo, Engineering & Capital Projects Manager

Subject: Design for Rehabilitation of Sewer Lift Station No. 4 on Via Cantilena

Objective: Rehabilitation of existing Sewer Lift Station No. 4 on Via Cantilena.

Action Required: Authorize the General Manager to award a contract and issue a purchase order to Michael K. Nunley & Associates, Inc. (MKN) in the amount of \$165,910.00 for engineering services for the design of the Rehabilitation of Sewer Lift Station No. 4 on Via Cantilena.

Discussion: Sewer Lift Station No. 4 was originally constructed in 1997 as part of the development of Tract No. 4569-1. The lift station is located at the south end of Via Cantilena in Camarillo. The lift station site is bounded by Via Cantilena to the west, a residence to the east, a wall and parkway (landscaped area) to the south, and parking/trash facilities to the north. The site is enclosed within a masonry wall and is raised slightly above the surrounding grades. The site is covered with gravel within the walled area. The lift station consists of a wet well; a partially buried circular vault containing two 10-hp suction lift pumps, piping, and valves; a motor control center (MCC) panel; and programmable logic controller (PLC); and a permanent standby generator.

The existing lift station, including the pumps and controls, is over 25 years old and in need of refurbishment and/or replacement. In addition, the PVC wet well lining has deteriorated and needs replacement to protect the concrete wet well from leakage and damage.

This project would include reconfiguring and improving the top of the existing wet well to allow for the new submersible pumps and pipelines; cleaning and relining of the wet well; replacing the packaged pump unit with submersible type pumps; installing necessary piping, valves, fittings and appurtenances; demolishing and disposing of existing buried vault, piping, valves and pumps; backfilling and related site work; replacing existing switchgear, automatic transfer switch (ATS), motor control center (MCC) and programmable logic controller (PLC) with new; provision for temporary bypass of the sewer system for continued service to customers while the lift station is out of service; SCADA integration; and testing and commissioning.

District staff's preference for the reconfiguration of the wet well and associated plumbing is that it should closely resemble that of the newly built sewer lift station at Saint John's Seminary in Camarillo.

Engineering scope of work consists of:

- Project Management, QA/QC, Meetings
- Preliminary Engineering
 - Data review (record drawings, utility information, GIS data, flow data, pump data)
 - Technical memorandum

- Construction Documents
 - Plans and Specifications (50%, 90%, 100% and Final)
 - Cost estimate
- Technical Support During Bidding Phase

Proposals: Staff contacted four consultants (Cannon, MKN, MNS, and Perliter & Ingalsbe) on May 20, 2024 and requested proposals by June 27, 2024. A pre-proposal and site visit was held on June 5, 2024. Three firms responded with their proposals. P&I did not respond.

Proposals summary and analysis:

<u>Consultant</u>	<u>Cost</u>	<u>Work Schedule</u>	<u>Qualification/Experience</u>	<u>Design Approach</u>
MKN	\$165,910	08/08/24 – 02/13/25	Outstanding	Outstanding
MNS	\$173,171	08/13/24 – 04/10/25	Outstanding	Outstanding
Cannon	\$286,692	08/29/24 – 04/25/25	Outstanding	Outstanding

Cannon, MKN and MNS each demonstrated a solid understanding of the project requirements, as well as experience with similar projects. All three consultants showed their superb qualifications, experience, design approach and credentials that they can confidently perform the work and deliver a high-quality product. Additionally, they are all familiar with the District’s water and wastewater systems, and the top three consultants the District commonly employs for various capital improvement projects.

Recommendation: The decision on the selection of a consultant came down to the cost. Based on the foregoing, Staff recommends awarding the contract/agreement to MKN. This is an approved capital improvement project in the Fiscal Year 2024-25 operating and capital budget.

Next Steps: Upon completion of the plans and specifications for construction, staff will advertise the project for bidding, after which the project will be presented again to the Board to request funding approval for construction.

Attachments:

- MKN Proposal – Rehabilitation of Sewer Lift Station No. 4
- Project Site Map – Rehabilitation of Sewer Lift Station No. 4
- Photos – Existing Conditions at Sewer Lift Station No. 4

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012**

Telephone (805) 482-4677 - FAX (805) 987-4797

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 4 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: MKN & Associates
P.O. Box 1604
Arroyo Grande, CA 93421

DATE: July 11, 2024
Agreement No.: 2025-94

The undersigned Consultant offers to furnish the following:

Provide engineering services for Camrosa Water District for rehabilitation of Sewer Lift Station No. 4 project per proposal dated June 27, 2024.

Contract price \$: Not to exceed \$165,910 per proposal attached.

Contract Term: July 11, 2024 – June 30, 2025

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: MKN & Associates.

By: _____
Norman Huff

By: _____
Mike Nunley

Title: General Manager

Title: President & CEO

Date: _____

Date: _____

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. Indemnification: To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including **reasonable attorney's fees and costs, arising from** negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. Coverage: Coverage shall be at least as broad as the following:
 1. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability - (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance with limit of no less than \$1,000,000 per** accident for bodily injury or disease.
 4. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. Professional Liability - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- d. If Claims Made Policies:
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant **must purchase "extended reporting"** coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- b. Primary Coverage: For any claims related to this project, the Consultant's **insurance coverage shall be primary** at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Consultant's** obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) **whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."**
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. **Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply** with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. **Consultant's "other authorized representative(s)" has/have** the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.



121 N Fir Street, Ste G
Ventura, CA 9001
805.947.4975 **PHONE**

June 27, 2024

Arturo Aseo
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Re: Rehabilitation of Sewer Lift Station No. 4 Proposal

Dear Art,

Michael K. Nunley & Associates, Inc., (MKN) is pleased to submit this proposal for engineering services for Camrosa Water District (District) for the Rehabilitation of Sewer Lift Station No. 4 Project. This proposal includes the experience, scope of work, schedule, and budget anticipated for this project.

Experience and Qualifications

Team Project Experience

MKN as a company has successfully completed lift station rehabilitation projects of similar size and complexity which serve as comparable project experiences. Highlighted below are a few projects completed by the team proposed for this project:

Effluent Pump Station, City of Guadalupe | Guadalupe, CA

The City's effluent disposal system consists of an effluent ditch, a series of three holding ponds and an effluent pump station. The current effluent pump station was constructed in the early 1990's and conveys treated wastewater to a spray disposal field located north of the Santa Maria River. The effluent disposal/ reuse system was in need of repair and rehabilitation to ensure reliable and effective operation. MKN was retained to perform design services for the City's critical piece of infrastructure. The new effluent lift station consists of a new electrical service and switchgear, new lighting and controls, three new submersible pumps with guiderails, and new effluent flowmeter and vault.

Lift Station No. 2 Replacement, City of Atascadero | Atascadero, CA

Lift Station No. 2 is one of the oldest and largest lift stations in the City of Atascadero. The lift station is located within the sidewalk alongside one of the busiest streets in the City (El Camino Real). This location made the constantly required maintenance activities difficult and resulted in several odor complaints from the public as they walked over the lift station. The lift station was recommended for replacement in the City's 2015 Wastewater Collection System Master Plan Update. MKN subsequently investigated potential replacement lift station sites including sites adjacent to the existing lift station on State property and across the street on a vacant parcel. Due to the complexities of working with State officials to acquire land or an easement it was determined that the location across the street from the lift station on the corner of San Rafael Court was preferred. MKN worked closely with City staff to provide a complete lift station design that can accommodate both current and future flows, provides redundancy during power outages and pump repairs, and provides adequate room for regular maintenance activities. In addition, coordination with the City's instrumentation and pump vendors was required to verify the system would perform and be constructed without issues with Owner Furnished equipment. The project also included construction of a new sidewalk and mitigation of relocating an existing swale identified as a wetland area.

Margarita and Foothill Lift Station Replacements, City of San Luis Obispo | San Luis Obispo, CA

The City of San Luis Obispo's wastewater collection system includes 136 miles of gravity sewer line, 3 miles of force main, 21 inverted siphons and 9 lift stations. The City prioritized a project to replace two of its most inefficient lift stations: Laguna and Calle Joaquin. As part of the Scope of Services for the Lift Station Replacement Project, a Preliminary Engineering Report was developed that evaluated existing conditions and developed solutions to a variety of challenges such as creek crossings, high groundwater, traffic impacts and the need for temporary operations to maintain continuous service throughout the construction duration. Services included: SCADA and Startup, Feasibility Study, Easement Acquisition, Preliminary Title Reports, Prepare Lift Stations Legal Description, Survey/Right of Way, Geotechnical Investigations, Potholing Services, Geotechnical Corrosively Tests, Preliminary Design Report, Construction Documents and Specifications, Permit Applications, Construction Phase Support, and Record Drawings.

Project Understanding and Approach

Our team of highly qualified engineers has accomplished several projects of similar size and complexity throughout California, particularly in Ventura County and surrounding counties. Additionally, our team recently completed condition assessments of the District's lift stations (as well as other aboveground improvements) as a part of the Near-Term CIP development, providing valuable insight to the District's existing lift station facilities and operational preferences.

It is our understanding that the District is seeking the most qualified consultant to perform the design of the Sewer Lift Station No. 4 Rehabilitation project, which will consist of the following design tasks:

- Preliminary data review (including kickoff meeting, utility research, etc.)
- Preparation of a technical memorandum to evaluate the proposed rehabilitation, pump selections, design of electrical and instrumentation improvements, bypassing provisions, anticipated construction challenges, and cost evaluation.

- Preparation of contract documents and cost estimates for the rehabilitation project, anticipated to include:
 - Demolishing the existing packaged pump system, electrical improvements (including switchgear, MCC, and PLC), generator, wet well lining, piping, valves, appurtenances, and the top and surrounding area of the wet well to accommodate the new improvements.
 - Installation of submersible-style pumps and associated piping, valves, fittings, and appurtenances within the existing wet well.
 - Replacement of the top of the existing wet well to improve access and accommodate the new pumps, as well as cleaning and relining of the existing wet well.
 - Installation of new switchgear, MCC, PLC, generator, automatic transfer switch.
 - SCADA integration.
 - Startup, testing, and commissioning.
 - Provisions for temporary bypassing while the existing wet well is out of service.

It is understood that the District prefers that the reconfiguration of this lift station closely resemble the recently completed lift station at Saint John's Seminary. The existing Lift Station No. 4 site configuration presents several design challenges, notably the significantly reduced overall site footprint and available work areas compared to the Saint John's Seminary site. Through coordination with District staff (including discussion of any "lessons learned" as a part of that previous project), efforts will be made to emulate and apply the District's preferred configuration within this reduced site footprint as applicable to this project. Consideration will also be given to constructability and project phasing to determine ways to allow the new lift station improvements to be constructed without interrupting sewer service, and how to accomplish bypassing within the limited work areas available during construction. Considerations will also be made during design to optimize access and equipment clearances for future operations and maintenance, to the extent possible within the limited available area.

Additionally, given the intent to re-use most of the existing wet well structure, the existing wet well's condition will need to be evaluated and considered in determining the design of proposed modifications to the top of the wet well, appropriate cleaning and repair methods, and the appropriate coating product for re-lining of the wet well.

Project Management, QA/QC, Meetings, and Site Visits

1.1 Project Management

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the District and jurisdictional agencies will be conducted by MKN's Project Manager.

1.2 Quality Control/ Quality Assurance

MKN will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

MKN will perform quality control reviews of all deliverables prior to submitting to the District. A Senior Engineer or Principal Engineer who is not involved in the day-to-day design effort will perform an independent review of the project.

1.3 Meetings

MKN has included five (5) meetings as part of this scope of services. The following meetings are included:

Kickoff Meeting – (PM, PE, QC) this is in-person to review the project scope, schedule and budget and complete a site visit with District Staff.

Preliminary Design Technical Memorandum Review Meeting – (PM, PE, QC) this will be held virtually. Review Preliminary Design Technical Memorandum.

50% Review Meeting – (PM, PE, QC) this will be held virtually. Review 50% design comments. Confirm 90% preparation and bid schedule.

90% Review Meeting – (PM, PE, QC) this will be held virtually. Review 90% design comments. Confirm final preparation and bid schedule.

100% Review Meeting – (PM, PE, QC) this will be held virtually. Review 100% design comments. Confirm final preparation and bid schedule.

Preliminary Engineering

2.1 Data Review

MKN will prepare and submit a data request form for information needed from the District and external agencies including, but not limited to, the following items:

- Record drawings
- Utility information
- GIS data
- Standard plansheets
- Construction Submittals for Lift Station No. 4
- Flow data
- Wastewater master plan
- Existing pump data

2.2 Technical Memorandum

MKN will prepare a letter-style technical memorandum which evaluates proposed rehabilitation approach and techniques; design and selection of submersible pumps (including evaluation of future increases in flows), switchgear, MCC, and PLCs; minimization of sewer service disruptions (bypassing methods); constructability issues/challenges; and cost estimating for the proposed project. Our team will review the capacity of the existing lift station and compare it



against projected future changes in flows to verify that the lift station is adequately sized to provide adequate service over its lifetime. The constraints related to the size of the site and limited available work areas (including bypassing constraints) will be analyzed as a part of the technical memorandum to determine the most efficient manner in which to construct the proposed improvements.

Construction Documents

3.1, 3.2, 3.3, & 3.4- 50%, 90%, 100%, IFB Construction Documents

MKN will submit the following at each interim submission

Deliverable	Plans	Specification	Cost Opinion
50%	Layout and Recommendations (PDF Format, Full-size)	Final Table of Contents (Word Format)	Preliminary (PDF Format)
90%	90% (PDF Format, Full-size)	90% (Word Format)	90% (PDF Format)
100%	Draft Final (PDF Format, Full-size)	Draft Final (Word Format)	Draft Final (PDF Format)
Issue for Bid (IFB)	Issue For Bid (PDF Format, Full-size)	Issue For Bid (Word Format)	Issue For Bid (PDF Format)

Project technical specifications will be prepared in CSI format. Specifications are anticipated to include the following as a draft table of contents:

- 011100 – Coordination of Work, Permits, and Regulations
- 012000 – Measurement and Payment
- 013300 – Submittals
- 015100 – Construction Facilities and Temporary Controls
- 015800 – Temporary Bypass Pumping
- 017410 – Cleaning During Construction and Final Cleaning
- 018110 – Startup and Performance Acceptance Test Program
- 019310 – Operation and Maintenance Manuals
- 020120 – Protecting Existing Underground Utilities
- 024100 – Equipment, Piping, and Materials Removal and Demolition
- 030500 – General Concrete Construction
- 055300 – Cover Plates and Access Hatches
- 099000 – Painting and Coating
- 099720 – Chemical-Resistance Coatings for Concrete



- 260000 – General Electrical Provisions
- 260012 – Seismic Restraint for Electrical Equipment
- 260020 – Basic Electrical Materials and Methods
- 260573 – Power Systems Testing
- 262413 – Service Switchboard
- 262416 – Panelboards
- 262419 – Motor Control Centers
- 262821 – Automatic Transfer Switch
- 262901 – Electric Motors
- 263214 – Standby Engine Generators
- 264300 – Surge Protection Devices
- 265100 – Lighting
- 312300 – Earthwork
- 400500 – General Piping Requirements
- 400520 – Manual, Check, and Process Valves
- 400762 – Wall Pipes, Seep Rings, and Penetrations
- 402040 – Ductile-Iron Pipe and Fittings
- 409000 – Instrumentation
- 409115 – Magnetic Flow Meters
- 409500 – Programmable Logic Controller Equipment
- 409513 – Control Enclosures
- 409741 – Control Panel Power Equipment
- 409742 – Control Panel Terminals
- 409743 – Control Panel Relays and Timers
- 409744 – Control Panel Hand Switches and Pilot Lights
- 409745 – Control Panel Wire and Wire Accessories
- 432140 – Submersible Raw Wastewater Pumps

MKN shall submit each deliverable for District review. Upon receipt of comments by District staff, MKN shall prepare the next phase of the project documents.

Bid Support Services

Task 4.1 – Bid Support Services

MKN's project manager will attend the bidders' conferences for the Project, prepare notes, log questions from bidders, and prepare up to a maximum of 3 addenda, if necessary. MKN will also assist the District in tabulating and comparing the bids, and evaluating bidder qualifications, based on financial and reference checks. It is assumed that the District will advertise for bids, reproduce and distribute contract documents to prospective bidders, maintain a list of bidders, and host the bidders' conference if necessary.

Estimated Schedule

Meeting/ Deliverable	Time	Assumed NTP Date (8/1/2024)
Kick-off Meeting and Site Visit	One week after NTP	8/8/2024
Technical Memorandum	6 weeks after NTP	9/12/2024
50% Design Deliverable	10 weeks after NTP	10/10/2024
50% Review Meeting	2 weeks after deliverable	10/24/2024
90% Design Deliverable	6 weeks after 50% review meeting	12/5/2024
90% Review Meeting	2 weeks after deliverable (moved an additional week due to Holidays)	1/2/2025
100% Design	3 weeks after 90% review meeting	1/23/2025
100% Review Meeting	1 week after Final Deliverable	1/30/2025
IFB	2 weeks after 100% review meeting	2/13/2025
Bidding Phase	1 month	3/2025
Construction (not included in this proposal)	4 months	4/2025-7/2025

Estimated Level of Effort

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$165,910, based on the 2024 MKN rate schedule, included as **Exhibit A**. The estimated level of effort is provided as **Exhibit B**.

Assumptions and Additional Comments

- District to Provide as-builts and system atlas to consultant.
- It is assumed that the District will handle coordination with the HOA to handle encroachment and establishment of construction staging areas as needed.
- As-built 1175-010 does not include information regarding the existing underground wet well structure. It is assumed that the District may be able to provide construction submittals or other documentation that reflects the wall thickness, reinforcement, and other details regarding the structure.



- No construction phase services currently included.
- All deliverables will be electronic submittals.
- District to provide GIS data.
- District to provide front-end bidding documents to be combined with the technical specifications MKN is to provide.
- District to complete any CEQA requirements themselves.

We would like to express our thanks to the District for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is (805) 947-4975 and email is abugielski@mknassociates.us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam B'.

Adam Bugielski, PE

Principal Engineer

A handwritten signature in blue ink, appearing to read 'Becca K Bugielski'.

Becca Bugielski, PE

Senior Project Manager

Enclosures:

1. Exhibit A – MKN 2024 Rate Schedule
- 1) Exhibit B – MKN Fee Schedule



2024 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$110
	Strategic Communications Coordinator	\$120
	Strategic Communications Specialist	\$160
Designers and Technicians	CAD Technician I	\$145
	CAD Design Technician II	\$165
	Senior Designer	\$179
Planning	GIS Specialist	\$175
	Planner I	\$191
	Planner II	\$217
	Senior Planner	\$234
Engineers	Engineering Technician	\$119
	Assistant Engineer I	\$159
	Assistant Engineer II	\$178
	Project Engineer I	\$193
	Project Engineer II	\$208
	Senior Engineer I	\$227
	Senior Engineer II	\$239
	Senior Engineer III	\$254
Principal Engineer	\$276	
Project Management	Project Manager	\$244
	Senior Project Manager	\$254
	Project Director	\$297
	Senior Project Director	\$315
Construction Management Services	Scheduler	\$170
	Construction Inspector	\$190
	Assistant Resident Engineer	\$190
	Resident Engineer	\$202
	Construction Manager	\$220
	Principal Construction Manager	\$259

The foregoing Billing Rate Schedule is effective through December 31, 2024 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

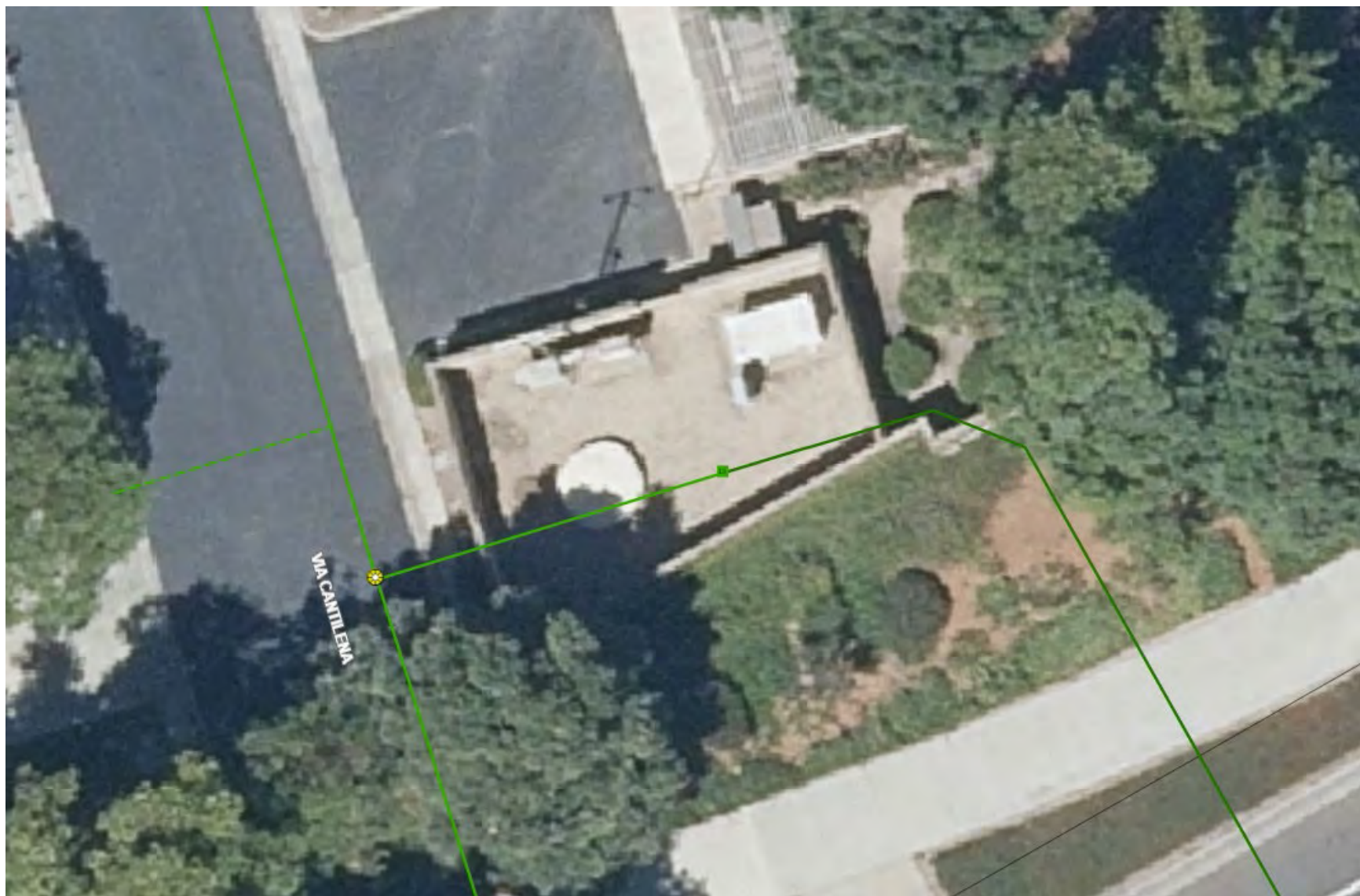
Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate



	Principal Engineer (Reichmuth)	Principal Engineer (Bugielski)	Senior Project Engineer I (Mathews)	Assistant Engineer II (Garcia)	Senior Designer (Cattanach)	Administrative Assistant (Guild)	Total Hours (MKN)	Labor (MKN)	Electrical/Instrumentation - MSO	Structural- SSG	Non-Labor Costs	Total Fee
Hourly Rates	276	276	227	178	179	110						
Task Group 1 - Project Management												
Task 1.1 - Project Management		12	8				20	\$5,128	\$ -	\$ -	\$0	\$ 5,128
Task 1.2 - QA/QC	20	4				2	26	\$6,844	\$ -	\$ -	\$0	\$ 6,844
Task 1.3 - Meetings		8	8	6			22	\$5,092	\$ 1,892	\$ -	\$1,892	\$ 6,984
Subtotal	20	24	16	6	0	2	68	\$ 17,064	\$ 1,892	\$ -	\$ 1,892	\$ 18,956
Task Group 2 - Preliminary Engineering												
Task 2.1 - Data Review		8	8	16	12		44	\$9,020	\$ -	\$ -	\$0	\$ 9,020
Task 2.2 - Technical Memorandum		16	16	30	8		70	\$14,820	\$ -	\$ 5,500	\$5,500	\$ 20,320
Subtotal	0	24	24	46	20	0	114	\$ 23,840	\$ -	\$ 5,500	\$ 5,500	\$ 29,340
Task Group 3 - Construction Documents												
Task 3.1 - 50% Deliverable	4	6	12	24	36	1	83	\$16,310	\$ 8,800	\$ 5,500	\$14,300	\$ 30,610
Task 3.2 - 90% Deliverable	2	8	16	40	36	2	104	\$20,176	\$ 18,920	\$ 2,200	\$21,120	\$ 41,296
Task 3.3 - 100% Deliverable	1	6	12	20	18	2	59	\$11,658	\$ 18,678	\$ 1,100	\$19,778	\$ 31,436
Task 3.4 - IFB Deliverable		4	8	8	8	1	29	\$5,886	\$ 550	\$ 440	\$990	\$ 6,876
Subtotal	7	24	48	92	98	6	275	\$ 54,030	\$ 46,948	\$ 9,240	\$ 56,188	\$ 110,218
Phase 4- Bid Support Services												
Task 4.1- Bid Support Services		4	12	12	8		36	\$7,396	\$ -	\$ -	\$0	\$ 7,396
Subtotal	0	4	12	12	8	0	36	\$ 7,396	\$ -	\$ -	\$ -	\$ 7,396
TOTAL BUDGET	27	76	100	156	126	8	493	\$ 102,330	\$ 48,840	\$14,740	\$ 63,580	\$ 165,910



PROJECT SITE MAP



PHOTOS OF EXISTING CONDITIONS AT SEWER LIFT STATION #4



Board Memorandum

July 11, 2024

To: Board of Directors

From: Norman Huff, General Manager

Subject: Performance Evaluation and Incentive Policy Update

Objective: Provide the General Manager with specific direction in order to establish the Performance Evaluation and Incentive Policy with allocations for FY2024-25 for Board adoption at the July 25, 2024, Board Meeting.

Action Required: No action is necessary, for discussion only.

Discussion: The Policy was last adopted on June 8, 2023, and expired on June 30, 2024. At the May 13, 2024, Board Meeting a Compensation AdHoc Committee was created to evaluate the District's Policy. The AdHoc Committee recommended that the Board discuss the Performance Evaluation and Incentive Policy. At the June 20, 2024, Board Meeting the Board discussed the policy and the following elements:

- Merit Promotions and Salary Adjustments based upon the employee's job performance, roles, responsibilities, certification and education levels, job market conditions, and the determination of the General Manager in consultation with the employee's supervisor and/or manager. Salary adjustments or promotions would not exceed ten percent (10%) in any fiscal year for any individual employee, without prior approval of the Board of Directors. The Board would determine the amount available for Promotions and Salary Adjustments as part of the budget development process each year. (All Employees)
- A Merit Bonus based on the employee's annual Performance Review. Performance-based Merit Bonuses would be PERSable only in the year paid and would not increase the employee's base salary. The Board would determine the amount available for Merit Bonuses as part of the budget development process each year. (All Employees)
- Inflation-Based Salary Adjustments determined by the Consumer Price Index. Inflation-based salary Adjustments would ensure that salaries adjust with the rate of inflation, preserving purchasing power and financial stability for Camrosa employees. Would be effective July 1st of each year and the District's Salary Ranges would be adjusted accordingly. (All Employees)

The General Manager recommends that the policy be revised as detailed in the attached policy draft and that the following amounts be allocated by the Board that would be available for each of the elements for FY2024-25.

- Merit Promotions and Salary Adjustments: 2.0%
- Merit Bonus: 2.0%
- Inflation-Based Salary Adjustment (CPI 12 mo. average based): 3.1%

The recommended allocations can be met within the amounts of the currently adopted FY2024-25 Budget.

Attachments:

- Current Policy with potential changes as discussed by the Board, AdHoc Committee, and staff in red.
- Proposed/Draft Policy Resolution

Performance Evaluation and Incentive Policy

A. Purpose

The purpose of the Performance Evaluation and Incentive Policy is to state the District's philosophy on the classification and compensation of all staff members and establish a sound system of performance evaluation and incentive salary policy; to develop and maintain a highly skilled and productive work force to carry out the services provided by Camrosa; and to offer Camrosa's staff an opportunity to advance their skills and demonstrate their abilities.

B. Performance Reviews

Camrosa maintains a policy of evaluating your job performance as a means of measuring to measure the efficiency and effectiveness of operations and providing provide you with meaningful information feedback about your work and assist you in your career development. Effective performance reviews also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long-range planning. The process is intended to be participatory in nature, involving you and your manager.

The process is designed to be as objective as possible, focusing on overall performance in relation to job duties and responsibilities, and also take into account core expectations of the District. In addition, special written performance reviews may be conducted by your manager at any time to advise you of the existence of performance or disciplinary problems. The use of such a system does not waive either Camrosa's or your right to terminate employment at any time with or without cause.

Performance Reviews will be conducted for each employee by the employee's supervisor and/or manager at the end of each fiscal year. In addition, special written performance reviews may be conducted by your manager at any time to advise you of the existence of performance or disciplinary problems. The General Manager will review all Performance Reviews. The employee may request a meeting with the General Manager regarding the review and to discuss further action.

The use of such a system does not waive either Camrosa's or your right to terminate employment at any time with or without cause.

C. Merit Promotions and Salary Adjustments (All Employees)

The annual Performance Review will be used, in conjunction with additional evaluation criteria, to determine if a merit or performance-based promotion and/or salary adjustment is appropriate.

The Performance Review will be conducted for each employee by the supervisor(s) or manager and the General Manager, no less than every year beginning with the first month of each fiscal year. More frequent reviews may be necessary on a case-by-case basis. An employee may request a salary review at any time. Granting a requested review is at the discretion of the General Manager.

Consideration for a merit or performance-based promotion or salary adjustment will be based upon demonstrated trends over a series of evaluation criteria. The level of compensation for the salary adjustment or promotion will be based upon the employee's job performance, roles, responsibilities, certification and education levels, job market conditions, and the determination of the General Manager in consultation with the employee's supervisor and/or manager. The amount available to the General Manager for merit or performance-based promotions and/or salary adjustments will be determined

annually by the Board and approved as part of the annual budget process. Individual s-Salary adjustments or promotions shall not exceed ten percent in any fiscal year for any employee, without prior approval of the Board of Directors.

An employee may request a salary review at any time. Granting a requested review is at the discretion of the General Manager.

D. Discretionary-Merit Bonus (All Employees)

At its discretion, the Board of Directors may approve an annual merit bonus. This discretionary-merit bonus is reportable to CalPERS for the year in which it is paid and will not increase the employee's base salary~~non-reportable to CalPERS~~. The maximum percentage amount available will be determined yearly by the Board and approved as part of the yearly budget. The annual Performance Review will be used to determine if a merit bonus is appropriate for each employee. Consideration for a merit bonus will be based upon demonstrated performance over a series of evaluation criteria established by the General Manager. The bonus amount will be based on employees' annual base pay prior to their last pay increase.

E. Inflation-Based Salary Adjustments (All Employees)

Inflation-Based Salary Adjustments ensure that income levels adjust with the inflation rate, preserving the purchasing power, financial stability, and quality of life for each employee. As part of the annual budget development process, it is the Board's intention to authorize an annual Inflation-Based Salary Adjustment based on the Consumer Price Index (CPI-U) for the Los Angeles-Long Beach-Anaheim, CA, CPI-U, using an average percentage of the last 12-months through April. This adjustment will be effective July 1st. The District's Salary Ranges will also be adjusted accordingly, effective July 1st.

E. ~~Non-Exempt (Hourly) Employees Matching Contributions~~

Effective July 1, 2022, when a non-exempt employee has been awarded a Discretionary Bonus, the District will match, on a dollar-for-dollar basis, the employee's contributions to the 457 Plan, up to \$2,500 or the amount of the Discretionary Bonus, whichever is less. The amount matched will be contributed to the employee's 457 Plan. Staff recommends the Board address whether the District desires to incentivize contributions to the District's Deferred Compensation (457 plan) as a separate issue and include that policy decision as part of the Deferred Compensation Policy.

F. Funding

Total funds available for the discretionary-merit bonus, promotions, and salary adjustments shall be determined each year by the Board of Directors as part of the budget development process. The Board of Directors will have the sole discretion to approve or disapprove funds for the discretionary-merit bonus, promotion, or salary adjustments if the economic conditions of the District dictate.

G. Policy Review

This policy shall be renewed annually by the Board of Directors. The General Manager will provide the Board with a report on the success of this policy and any recommended modifications.

The policy will lapse unless the above is satisfied and the Board of Directors adopts a resolution reinstating the policy by July 1st of each year.

Resolution No: 24-_____

A Resolution of the Board of Directors
of Camrosa Water District
Updating the Performance Evaluation and Incentive Policy

Whereas, the Board of Directors shall establish by resolution a Performance Evaluation and Incentive Policy; and

Whereas, the purpose of the Performance Evaluation and Incentive Policy is to state the District’s philosophy on the classification and compensation of all staff members and establish a sound system of performance evaluation and incentive salary policy; to develop and maintain a highly skilled and productive workforce to carry out the services provided by Camrosa; and to offer Camrosa’s staff an opportunity to advance their skills and demonstrate their abilities; and

Whereas, the *Performance Evaluation and Incentive Policy* was last adopted June 8, 2023, and expires June 30, 2024; and,

Whereas, the policy is being revised for all employees to include Merit Promotions and Salary Adjustments based upon the employee’s job performance, roles, responsibilities, certification and education levels, job market conditions, and the determination of the General Manager in consultation with the employee’s supervisor and/or manager. Salary adjustments or promotions shall not exceed ten percent in any fiscal year for any employee, without prior approval of the Board of Directors; and

Whereas, the policy is being revised for all employees to include a Performance Review-based Merit Bonus for all employees. The Merit Bonus amount will be based on employees’ annual base pay prior to their last pay increase; and,

Whereas, the policy is being revised for all employees to include an Inflation-Based Salary Adjustment determined by the Consumer Price Index to ensure that income levels adjust with the inflation rate preserving the purchasing power and financial stability for each employee. Inflation-Based Salary Adjustments will be effective July 1st each year with the District’s Salary Ranges being adjusted accordingly; and

Now, Therefore, Be It Resolved that the Camrosa Water District Board of Directors hereby adopts the Performance Evaluation and Incentive Policy effective July 1, 2024.

Now, Therefore, Be It Further Resolved that the Camrosa Water District Board of Directors does hereby allocate **2.0%** for Merit Promotions and Salary Adjustments, **2.0%** for Performance Review-based Merit Bonuses, and **3.1%** for Inflation-Based Salary Adjustments for the FY2024-25.

Adopted, Signed, and Approved this **XXth** day of **XXX**, 2024.

Eugene F. West, President
Board of Directors
Camrosa Water District

(ATTEST)
Norman Huff, Secretary
Board of Directors
Camrosa Water District

Read File

The following material is provided to members of the Board for information only and is not formally a part of the published agenda.

A. Cash Balances (May 2024)

B. 2024 Board Calendar

FUNDS FY 23-24

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	
UNRESTRICTED FUNDS												
Investments												
LAIF	7,279,843.43	7,279,843.43	7,279,843.43	11,745,473.64	9,670,473.64	8,845,473.64	10,895,371.44	11,395,371.44	11,395,371.44	11,011,508.72	11,511,508.72	1.5
PERSHING, LLC (T- Bills, Notes)	32,744,886.00	32,744,886.00	32,975,661.00	32,972,554.70	33,598,335.58	33,598,335.58	33,598,335.58	34,195,912.97	34,258,145.83	34,258,123.90	34,258,123.90	
	40,024,729.43	40,024,729.43	40,255,504.43	44,718,028.34	43,268,809.22	42,443,809.22	44,493,707.02	45,591,284.41	45,653,517.27	45,269,632.62	45,769,632.62	
Operating Accounts												
U.S BANK DEPOSIT ACCOUNT	404,793.13	344,632.56	6,303,042.40	576,888.67	1,750,053.16	1,745,012.77	362,148.39	518,274.70	1,033,831.90	59,886.19	641,580.24	
U.S BANK DISBURSEMENTS ACCOUNT	483,893.49	464,552.05	486,946.85	1,036,566.00	1,047,314.47	1,268,648.00	1,083,495.38	1,023,354.91	617,738.23	1,400,070.64	279,373.77	
BANK OF AMERICA-RTL ACCOUNT	591,464.88	157,578.32	433,308.31	314,623.32	261,145.43	186,690.55	397,931.20	104,010.97	83,619.50	273,866.72	157,569.30	
	1,480,151.50	966,762.93	7,223,297.56	1,928,077.99	3,058,513.06	3,200,351.32	1,843,574.97	1,645,640.58	1,735,189.63	1,733,823.55	1,078,523.31	
TOTAL	\$ 41,504,880.93	\$ 40,991,492.36	\$ 47,478,801.99	\$ 46,646,106.33	\$ 46,327,322.28	\$ 45,644,160.54	\$ 46,337,281.99	\$ 47,236,924.99	\$ 47,388,706.90	\$ 47,003,456.17	\$ 46,848,155.93	
RESTRICTED FUNDS												
PAYMENT FUND 2016	3,858.85	7,943.75	11,794.45	-	3,858.03	874,415.63	4,485.31	10,170.63	13,774.34	17,633.97	21,380.27	2.3,4
RESERVES 2016	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	3
WATER ACQUISITION FUND 2016	183.14	183.14	183.14	183.14	183.14	183.14	183.14	183.14	183.14	183.14	183.14	4
WASTEWATER ACQUISITION FUND 2016	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	
TOTAL	\$ 889,621.55	\$ 893,706.45	\$ 897,557.15	\$ 885,762.70	\$ 889,620.73	\$ 1,760,178.33	\$ 890,248.01	\$ 895,933.33	\$ 899,537.04	\$ 903,396.67	\$ 907,142.97	
GRAND TOTAL	\$ 42,394,502.48	\$ 41,885,198.81	\$ 48,376,359.14	\$ 47,531,869.03	\$ 47,216,943.01	\$ 47,404,338.87	\$ 47,227,530.00	\$ 48,132,858.32	\$ 48,288,243.94	\$ 47,906,852.84	\$ 47,755,298.90	

U.S. Treasury Bills & Notes

Financial Institution	Cusip Number	Settlement Date	Maturity Date	Par Value	Market Price at Purchase	Amount	Accrued Int. at Purchase	Net Amount	Yield to Maturity	Market Value Current	Accrued Int. as of May 2024	
Pershing, LLC-Treasury Notes	8128284Z0	11/2/2023	8/31/2025	14,511,000.00	96.00234	13,930,900.10	69,066.78	13,999,966.88	5.07%	14,097,726.72	99,763.13	
Pershing, LLC-Treasury Notes	912828JZ7	2/22/2024	2/15/2025	10,274,000.00	97.29	9,995,574.60	3,951.54	9,999,526.14	4.863%	10,041,807.60	59,837.58	
Pershing, LLC-Treasury Notes	912797GX9	3/14/2024	3/15/2026	10,006,000.00	100.225	10,028,513.50	230,117.38	10,258,630.88	4.625%	9,948,965.80	96,831.16	
Pershing, LLC- Cash												
Total				\$ 34,791,000.00		\$ 33,954,988.20	\$ 303,135.70	\$ 34,258,123.90		\$ 34,088,500.12	256,431.87	6

Series 2016-Reserve Fund

Cusip Number	Financial Institution	Settlement Date	Yield to Worst	Maturity	Amount	Accrued Income
09248u445	Blackrock Liquidity Funds	10/19/2016	5.10%	N/A	879,528.69	3,800.66

Series 2016-Water Acquisition Fund

Cusip Number	Financial Institution	Settlement Date	Yield to Worst	Maturity	Amount	Accrued Income
09248u445	Blackrock Liquidity Funds	10/19/2016	5.09%	N/A	183.14	0.93

ANTICIPATED OUTFLOWS

Water Purchases May 2024	662,102.35
Payroll PR 6-1, 6-2 & ME	380,000.00
AP Check Run 6/12 & 6/26	1,000,000.00
Large CIP Project Payments	-
Bond Payments	144,135.36
	\$ 2,186,237.71

DATE FINANCE MEETING 6/14/2024

Norman Huff-General Manager

Tamara Sexton-Deputy General Manager/Finance

Sandra Llamas-Senior Accountant

MEETING NOTES:

1. There was a transfer to LAIF from operations in the amount of \$500,000.
2. The payment fund received interest earnings in the amount of \$73.04 in the month of May.
3. The reserve fund received interest earnings in the amount of \$3,672.36 in the month of May. The full amount was transferred to the payment fund.
4. The water acquisition fund received interest earnings in the amount of \$0.90 in the month of May. The full amount was transferred to the payment fund.
5. LAIF's average monthly rate of return for the period was 4.332
6. Treasury notes pay interest semi-annually. Accrued interest as of May 31st is \$256,431.87.

JANUARY						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
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MARCH						
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31						

2024 Holidays	
January 1 st & 2 nd	New Year's Holiday (Observed)
February 19 th	President's Day
May 27 th	Memorial Day
July 4 th	Independence Day
September 2 nd	Labor Day
November 11 th	Veteran's Day
November 28 th & 29 th	Thanksgiving
December 24 th & 25 th	Christmas
December 31 st	New Year's Eve

APRIL						
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MAY						
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JUNE						
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30						

2024 Conferences	
CASA Winter Conf. (Palm Springs)	Jan. 24 th - 26 th
ACWA Spring Conf. (Sacramento)	May 7 th - 9 th
CASA 69 th Annual Conf. (Monterey)	July 31 st - Aug. 2 nd
ACWA Fall Conf. (Palm Desert)	Dec 3 rd - 5 th

JULY						
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AUGUST						
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SEPTEMBER						
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29	30					

2024 AWA Meetings	
<i>"Water Issues" Third Tuesday (except Apr., Aug., Dec.)</i>	
AWA Board Meetings (See orange on calendar)	
Waterwise Breakfast (See yellow on calendar)	
April 18 th - Annual Symposium	
August - DARK (No Meetings or Events)	
September 19 th - Reagan Library Reception	
December 12 th - Holiday Mixer	

OCTOBER						
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NOVEMBER						
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DECEMBER						
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22	23	24	25	26	27	28
29	30	31				

2024 VCSDA Meetings	
February 6 th	Annual Dinner
April 2 nd	
June 4 th	
August 6 th	
October 1 st	
December 3 rd	

Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Note: Camrosa Board Meetings are highlighted in **RED**. Board Meetings are held on the **2nd & 4th Thursday** of each month at 5pm unless indicated.

Calleguas Board Meetings are held 1st & 3rd Wednesday - 5:00 PM