



**FAIRBANKS RANCH
COMMUNITY SERVICES DISTRICT**

**AGENDA
BOARD OF DIRECTORS SPECIAL MEETING
Monday, July 13, 2020, 6:00 p.m.**

**THIS MEETING WILL BE HELD VIA TELECONFERENCE ONLY AS
PERMITTED BY GOVERNOR'S EXECUTIVE ORDER N-29-20.**

Members of the Public may participate via ZOOM online or by telephone:

Password: 800800

Phone one-tap: US: [+16699006833](tel:+16699006833), [91484412745#](tel:+191484412745) or [+19292056099](tel:+19292056099), [91484412745#](tel:+191484412745)

Click or enter meeting URL below:

Meeting URL: [https://dudek.zoom.us/j/91484412745?](https://dudek.zoom.us/j/91484412745?pwd=T1JVZ2hFdGprT3NEeVIHckRNYTFiUT09)
[pwd=T1JVZ2hFdGprT3NEeVIHckRNYTFiUT09](https://dudek.zoom.us/j/91484412745?pwd=T1JVZ2hFdGprT3NEeVIHckRNYTFiUT09)

Join by Telephone

Dial:

US: +1 669 900 6833 or +1 929 205 6099

Meeting ID: 914 8441 2745

1. Call Meeting to Order and Roll Call.

Board Members:	President:	Joleene Cannon
	Vice President:	Rick Heymann
	Director:	Julie Feld
	Director:	Steve Charlton
	Director:	Jim Nierman
Staff:	General Manager:	Chuck Duffy
	District Administrator:	Paula Melendrez
	District Counsel:	Neal Meyers, Meyers Fozi & Dwork

2. Public Comment.

AGENDA

- 3. Consideration of Agreements Between the Fairbanks Ranch Community Services District and Dudek for: 1) District Management Services, and 2) District Operations Services. 3-18**
Recommendation: To be made by the Board.

Adjournment.

This meeting is accessible to people with disabilities. Individuals who require special assistance to participate may request an alternative format of the agenda and packet materials. Notification in advance of the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. To request a disability-related modification or accommodation, please call (760) 479-4150.



**FAIRBANKS RANCH
COMMUNITY SERVICES DISTRICT**

STAFF

CHUCK DUFFY, GM
PAULA MELENDREZ

BOARD OF DIRECTORS

JOLEENE CANNON
STEVE CHARLTON
JULIE FELD
RICK HEYMANN
JIM NIERMAN

MEMORANDUM

To: Board of Directors
From: Chuck Duffy, General Manager
Subject: Dudek Management and Operations Agreements
Date: July 13, 2020

Attached for your Board's consideration are the Dudek Management and the Dudek Operations Agreements for the fiscal years ending 2021 through 2023. The included final draft of these agreements are the results of your board's discussion at our last meeting, as well as further discussions between myself, and Neal Meyers and Director Jim Nierman on behalf of the District. District Counsel Neal Meyers will be at the meeting to discuss the agreements and provide counsel to your board.

**AGREEMENT BETWEEN THE
FAIRBANKS RANCH COMMUNITY SERVICES DISTRICT AND
DUDEK FOR MANAGEMENT SERVICES**

This Agreement is made and entered into this 1st day of July 2020, by and between the Fairbanks Ranch Community Services District (District), and Dudek (Dudek).

WITNESSETH:

WHEREAS, it is the responsibility of the District to provide various public services as directed by a local Board of Directors. The scope of services provided by Dudek for the District under this Agreement is for District general administration and management.

WHEREAS, the Board of Directors finds it desirable to employ Dudek as the General Manager and administrative staff of the District and as an independent contractor to carry out the various functions of such positions, which are described in detail by Exhibit "A" to this Agreement, and for the compensation hereinafter stipulated by Exhibit "B" to this Agreement; and

NOW, therefore, it is mutually agreed by and between the District and Dudek as follows:

SECTION 1 - SERVICES TO BE PERFORMED AND FEE

Dudek agrees to perform all work in accordance with the scope of standard services attached as Exhibit "A" and incorporated herein. Dudek shall be paid monthly for services rendered to the District on a fixed fee basis as defined in Exhibit "B". District shall make payment to Dudek within thirty (30) days of District approval of each invoice. All additional work not within the scope of standard services specified in Exhibit "A" shall be billed additionally on a time and materials basis in accordance with Exhibit "B".

Dudek shall at its own cost and expense, furnish all of the technical, administrative, professional and other labor, supplies, equipment, vehicles, office space and facilities required for the services set forth in Exhibit A, except as otherwise expressly specified in Attachment "B" to this Agreement.

No work shall be commenced on any work task hereunder without the authorization of the District. After Dudek has been notified by the District to commence the performance of services under this Agreement, the District may at any time require Dudek to suspend further prosecution of all or any portion of the work so authorized in which case the fees to be paid to Dudek, as further described in Attachment "B", will be a pro-rated amount based upon the time of services actually performed by Dudek.

SECTION 2 - DESIGNATION OF GENERAL MANAGER

Dudek shall perform all necessary and proper work as described herein as General Manager and administrator to the District in a professional and ethical manner. Dudek shall assign Chuck Duffy to serve as General Manager for the District. Jeff Pape shall be the designated substitute for Chuck Duffy in the event of his absence. Dudek shall not change these designations without the approval of the Board of Directors.

SECTION 3 – LIMITED MUTUAL INDEMNIFICATION

1. Dudek agrees to investigate, indemnify, and hold harmless District from and against all claims, liability, demands, actions (including administrative actions), losses, injuries, damages, or expenses (including litigation costs and reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses) to the extent, and only to the extent, arising solely from the negligence, recklessness, or willful misconduct of Dudek or its agents, employees, subcontractors, and subconsultants in their performance of services under this Agreement. Dudek shall also be responsible for the District's immediate defense in the event, and only in the event, of the sole negligence, recklessness or willful misconduct of Dudek or its agents, employees, subcontractors, and subconsultants in their performance of services under this Agreement. The only limitations on this subsection shall be those imposed by law, including Civil Code § 2782, if applicable.
2. Except as set forth in the subsection immediately above, District agrees to investigate, defend, indemnify, and hold harmless Dudek from and against all third party claims, liability, demands, actions (including administrative actions), losses, injuries, damages, penalties, fees or fines or expenses of every name, kind, and description (including litigation costs and reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses) to the extent, and only to the extent, arising solely from the active negligence or willful misconduct of the District as it relates to the scope of services under this Agreement.

SECTION 4 - INSURANCE

Dudek agrees to carry \$2,000,000 professional liability and \$2,000,000 general liability insurance as well as Workers' Compensation insurance at the limits required by California law. For the general liability policy, District, its officials, trustees, officers, agents, employees, volunteers, and representatives shall be named as additional insureds with respect to liability arising out of the services performed under this Agreement. Dudek shall furnish to the District evidence indicating proof of such coverage.

In the event Dudek should receive a notice of claim that would reduce its remaining coverage below the above stated amounts, Dudek shall immediately inform the Board in writing.

District agrees to carry general liability and property insurance in the amount of at least \$2,000,000 per claim with Dudek named as additional insured.

SECTION 5 - INDEPENDENT CONTRACTOR

Dudek's relationship to the District shall be that of an independent contractor. All persons hired or used by Dudek in performing the work described in Exhibit "A" shall be Dudek employees, and the District shall not be liable to such employee or to third persons for all loss, cost, damage or injury caused by such employees in the course of their employment.

SECTION 6 - FINANCIAL

No person performing services for the District in connection with this Agreement shall have a financial or other personal interest other than his employment or retention by the District.

SECTION 7 - OWNERSHIP OF DRAWINGS

The drawings and master copies of all documents prepared by Dudek under this Agreement as instruments of service, are, and shall remain, the property of the District.

SECTION 8 - ALTERNATIVE DISPUTE RESOLUTION PROVISION

1. Mindful of the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish an out-of-court dispute resolution procedure to be followed in the event any controversy should arise out of or relate to any aspect of this Agreement.
 - 1.1 Either party may initiate negotiations by writing a letter to the other party setting forth the particulars of the dispute, the term(s) of this Agreement that are involved and a suggested resolution of the problem.
 - 1.2 The recipient of the letter shall respond within 10 days of the proposed solution. The recipient shall either agree to the proposed solution or propose its own resolution.
 - 1.3 If correspondence does not resolve the dispute, the authors of the letters or their respective representatives shall meet on at least one occasion and attempt to resolve the matter. The meeting should be at a time and place mutually agreeable.
 - 1.4 In the event any controversy arising under this Agreement is not resolved by informal negotiations within 30 days (or any mutually agreed extension of time) after either party requests such negotiations, the case shall be referred to the nearest office of JAMS for mediation, that is, an informal, nonbinding conference or conferences between the parties in which a third party neutral will seek to guide the parties to a resolution of the case.
 - 1.5 The parties are free to select any mutually acceptable panel member from the list of neutrals at JAMS. If the parties cannot agree or have no particular choice of mediator and simply request that JAMS assign one to the case, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator

shall be selected by the Arbitration Administrator of JAMS from the remaining names.

- 1.6 The mediation process shall continue until the case is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of settlement through mediation.
- 1.7 The fees and costs of the mediation shall conform to the then current fee schedule of JAMS, and in the absence of an agreement to the contrary, will be borne equally by all parties.

SECTION 9 - ATTORNEYS' FEES

1. If either party becomes involved in litigation by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to recover from the other party all costs and expenses of resolving such dispute, including reasonable attorneys' fees and expert witness fees.
2. **PREVAILING PARTY.** As defined in the Code of Civil Procedure Section 1032, "prevailing party" includes the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any party recovers other than monetary relief and in situations other than as specified, the "prevailing party" shall be as determined by the court, and under those circumstances, the court, in its discretion, may allow costs or not and, if allowed may apportion costs between the parties on the same or adverse sides pursuant to rules adopted under Code of Civil Procedures Section 1034.

SECTION 10 - ASSIGNMENT OF CONTRACT

It is understood that District is entering into this Agreement for the purpose of obtaining professional services and skills from Dudek. This contract shall not be assigned without the consent of District expressed by resolution of its Board of Directors.

SECTION 11 - ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Dudek as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

SECTION 12 - TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years extending from July 1, 2020 to June 30, 2023, unless sooner amended or terminated in accordance with the provisions of this Agreement.

SECTION 13 - TERMINATION

Dudek may terminate this Agreement by providing at least 180 days written notice to the District. District may at any time terminate this Agreement by providing at least 60 days written notice to Dudek. Upon termination of this Agreement by the District, payments due under the terms of this Agreement shall be made in accordance with Section 1 and Exhibit “B” of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above mentioned.

**FAIRBANKS RANCH
COMMUNITY SERVICES DISTRICT**

DUDEK

President, Board of Directors

Joseph Monaco, President

Attest by my hand this _____ day of _____, 2020.

Chuck Duffy, General Manager
Fairbanks Ranch Community Services District

EXHIBIT A

STANDARD SERVICES PROVIDED BY DUDEK
(MANAGEMENT - ADMINISTRATION - ENGINEERING - PLANNING)

MANAGEMENT AND ADMINISTRATION DUTIES

1. Preparation of monthly District meeting agendas, posting and mailing to the Board of Directors and any other designated recipient.
2. Monthly status reports on the state of operations within the District.
3. Preparation of District correspondence.
4. Attendance at Board of Directors meetings.
5. Supply information to and meet with members of the public regarding all inquiries as to management, operation and planning in the District.
6. Preparation of contract documents for the Board of Directors and coordination of legal counsel approval.
7. Enforcement of contracts as directed by the Board of Directors.
8. Coordination of election procedures.
9. Development of District agreements, ordinances, resolutions, and policies as directed by the Board of Directors.
10. Procurement of insurance as required by the Board of Directors.
11. Preparation of annual budget for the District.
12. Procurement of District Auditor and District services as directed by the Board of Directors.
13. Representation with other agencies, committees, task forces and boards.
14. Administration of conflict of interest disclosure statements.
15. Review and coordination of purchase contracts.
16. Review of studies and reports as directed by the Board of Directors.

17. Plan checking and design review of proposed District facilities, excluding major projects.
18. Provide construction inspection of all public facilities being constructed on behalf of the District, excluding major projects.
19. Maintenance of District records, original drawings, and documents.
20. Provide information to the public and access to documents as directed by the Board of Directors.
21. Provide District annexation information, processing, and filing assistance to the Board of Directors and annexations to the District.
22. Prepare District easement documentation and provide technical information and recordation services.
23. Provide general technical information and assistance to the Board of Directors.

DRAFT

EXHIBIT B

TERMS OF COMPENSATION

A. FEE FOR SERVICES

Dudek shall be paid monthly for services rendered the District on a fixed fee basis as defined herein:

1. Fixed Fee Services. - Payment for the services specified in “Exhibit A” by the District to Dudek shall be on a fixed fee basis in the amount of: \$66,360 for FY 2020/21; \$68,040 for FY 2021/22; and \$69,780 for FY 2022/23. Dudek shall provide District with monthly invoices for payment in the amount of one-twelfth (1/12) of the yearly amount. District shall make such payment to Dudek within thirty (30) days of receipt of each invoice.

2. Direct Expenses. In-house copying for the District Board of Directors’ meetings, mailings and special reports shall be included in the cost of Dudek’s labor charges.

Mileage will be charged for all travel other than that which is required for attendance at the Board of Directors meetings. Fees paid by Dudek for the District will be billed to the District at actual costs.

Dudek shall provide monthly statements in support of requested payment and shall attach copies of invoices for outside services submitted for reimbursement. All materials and outside services procured by Dudek for the District shall be reviewed for approval by the Board of Directors and confirmed by the copies of invoices.

3. Additional Services. Any additional services not covered under Exhibit “A” for management and administrative duties will be provided by Dudek on a time and expense rate in accordance with Dudek’s Standard Schedule of Charges in effect at the time the work is prosecuted. Specialized engineering or inspection services shall not be added under this agreement.

**AGREEMENT BETWEEN
THE FAIRBANKS RANCH COMMUNITY SERVICES DISTRICT
AND DUDEK FOR THE OPERATION OF THE FAIRBANKS RANCH
WATER RECLAMATION FACILITY**

This Agreement is made and entered into this 1st day of July 2020, by and between the Fairbanks Ranch Community Services District (District), and Dudek (Dudek).

WITNESSETH

WHEREAS, It is the responsibility of the District to provide various public services as directed by a local Board of Directors. The services provided by Dudek for the District under this agreement are for Dudek's daily operation, maintenance and management of the District's sewage treatment plant and sewer pump stations by qualified sewage treatment plant operators.

WHEREAS, the Board of Directors finds it desirable to employ Dudek to provide such services as an independent contractor to carry out the various functions of such positions, which are described in detail by Exhibit "A" to this Agreement, and for the compensation hereinafter stipulated by Exhibit "B" to this Agreement; and

Therefore, it is mutually agreed by and between District and Dudek as follows:

SECTION 1 - SERVICES TO BE PERFORMED AND FEE

Dudek agrees to perform all work in accordance with the scope of standard services attached as Exhibit "A" and incorporated herein. Dudek shall be paid monthly for services rendered the District on a fixed fee basis as defined in Exhibit "B". District shall make payment to Dudek within thirty (30) days of District approval of each invoice. All additional work not within the scope of standard services specified in Exhibit "A" shall be billed additionally on a time and materials basis in accordance with Exhibit "B".

No work shall be commenced on any work hereunder without the authorization of the District. After Dudek has been notified by the District to commence the performance of services under this Agreement, the District may at any time require Dudek to suspend further prosecution of all or any portion of the work so authorized in which case the fees to be paid to Dudek, as further described in Attachment "B", will be a pro-rated amount based upon the time of services actually performed by Dudek.

SECTION 2 – LIMITED MUTUAL INDEMNIFICATION

1. Dudek agrees to investigate, indemnify, and hold harmless District from and against all claims, liability, demands, actions (including administrative actions), losses, injuries, damages, or expenses (including litigation costs and reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses) to the extent, and only to the extent, arising solely from the negligence, recklessness, or willful misconduct of Dudek or its agents, employees, subcontractors, and subconsultants in their performance of services under this Agreement. Dudek shall also be responsible for the

District's immediate defense in the event, and only in the event, of the sole negligence, recklessness or willful misconduct of Dudek or its agents, employees, subcontractors, and subconsultants in their performance of services under this Agreement. The only limitations on this subsection shall be those imposed by law, including Civil Code § 2782, if applicable.

2. Except as set forth in the subsection immediately above, District agrees to investigate, defend, indemnify, and hold harmless Dudek from and against all third party claims, liability, demands, actions (including administrative actions), losses, injuries, damages, penalties, fees or fines or expenses of every name, kind, and description (including litigation costs and reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses) to the extent, and only to the extent, arising solely from the active negligence or willful misconduct of the District as it relates to the scope of services under this Agreement.

SECTION 3 – INSURANCE

Dudek agrees to carry \$2,000,000 professional liability and \$2,000,000 general liability insurance as well as Workers' Compensation insurance at the limits required by California law. For the general liability policy, District, its officials, trustees, officers, agents, employees, volunteers, and representatives shall be named as additional insureds with respect to liability arising out of the services performed under this Agreement. Dudek shall furnish to the District evidence indicating proof of such coverage.

In the event Dudek should receive a notice of claim that would reduce its remaining coverage below the above stated amounts, Dudek shall immediately inform the Board in writing.

District agrees to carry general liability and property insurance in the amount of at least \$2,000,000 per claim with Dudek named as additional insured.

SECTION 4 - INDEPENDENT CONTRACTOR

Dudek's relationship to the District shall be that of an independent contractor. All persons hired or used by Dudek in performing the work shall be Dudek employees, and the District shall not be liable to such employee or to third persons for all loss, cost, damage or injury caused by such employees in the course of their employment.

SECTION 5 - FINANCIAL

No person performing services for District in connection with this Agreement shall have a financial or other personal interest other than his employment or retention by the District.

SECTION 6 - ASSIGNMENT OF CONTRACT

It is understood that District is entering into this Agreement for the purpose of obtaining professional services and skills from Dudek. This contract shall not be assigned without the consent of District expressed by resolution of its Board of Directors.

SECTION 7 - ALTERNATIVE DISPUTE RESOLUTION PROVISION

1. Mindful of the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish an out-of-court dispute resolution procedure to be followed in the event any controversy should arise out of or relate to any aspect of this Agreement.
 - 1.1 Either party may initiate negotiations by writing a letter to the other party setting forth the particulars of the dispute, the term(s) of this Agreement that are involved and a suggested resolution of the problem.
 - 1.2 The recipient of the letter shall respond within 10 days of the proposed solution. The recipient shall either agree to the proposed solution or propose its own resolution.
 - 1.3 If correspondence does not resolve the dispute, the authors of the letters or their respective representatives shall meet on at least one occasion and attempt to resolve the matter. The meeting should be at a time and place mutually agreeable.
 - 1.4 In the event any controversy arising under this Agreement is not resolved by informal negotiations within 30 days (or any mutually agreed extension of time) after either party requests such negotiations, the case shall be referred to the nearest office of JAMS for mediation, that is, an informal, nonbinding conference or conferences between the parties in which a third party neutral will seek to guide the parties to a resolution of the case.
 - 1.5 The parties are free to select any mutually acceptable panel member from the list of neutrals at JAMS. If the parties cannot agree or have no particular choice of mediator and simply request that JAMS assign one to the case, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Arbitration Administrator of JAMS from the remaining names.
 - 1.6 The mediation process shall continue until the case is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of settlement through mediation.
 - 1.7 The fees and costs of the mediation shall conform to the then current fee schedule of JAMS, and in the absence of an agreement to the contrary, will be borne equally by all parties.

SECTION 8 - ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Dudek as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

SECTION 9 - ATTORNEYS' FEES

1. If either party becomes involved in litigation by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then the prevailing party shall be entitled to recover from the other party all costs and expenses of resolving such dispute, including reasonable attorneys' fees and expert witness fees.
2. **PREVAILING PARTY.** As defined in the Code of Civil Procedure Section 1032, "prevailing party" includes the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. When any party recovers other than monetary relief and in situations other than as specified, the "prevailing party" shall be as determined by the court, and under those circumstances, the court, in its discretion, may allow costs or not and, if allowed may apportion costs between the parties on the same or adverse sides pursuant to rules adopted under Code of Civil Procedures Section 1034.

SECTION 10 - TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years extending from July 1, 2020 to June 30, 2023, unless sooner amended or terminated in accordance with the provisions of this Agreement.

SECTION 11 - TERMINATION

Dudek may terminate this Agreement by providing at least 180 days written notice to the District. District may at any time terminate this Agreement by providing at least 60 days written notice to Dudek. Upon termination of this Agreement by the District, payments due under the terms of this Agreement shall be made in accordance with Section 1 and Exhibit B of this Agreement .

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above mentioned.

**FAIRBANKS RANCH
COMMUNITY SERVICES DISTRICT**

DUDEK

President, Board of Directors

Joseph Monaco, President

Attest by my hand this ____ day of _____, 2020.

Chuck Duffy, General Manager
Fairbanks Ranch Community Services District

EXHIBIT A

SCOPE OF SERVICES

I. OPERATIONAL SERVICES

A. Operation and Maintenance

Daily operation and maintenance of the District's one (1) sewage treatment plant and sewer pump stations by a qualified sewage treatment plant operator. A minimum of one (1) operator shall be on duty eight (8) hours per day from 7:00 a.m. to 3:30 p.m. Monday through Friday. Weekend coverage shall be a minimum of two (2) hours per day. Operational duties shall include, as a minimum, the following tasks:

1. Operation of all equipment to assure the proper treatment and disposal of the sewage influent and plant effluent.
2. Routine care and maintenance of all mechanical and electrical equipment.
3. Compliance with all applicable safety codes and requirements involving the operation of a sewage treatment plant.
4. Routine care and maintenance of the District's two (2) sewage pump stations.
5. 24 hour emergency response to situations at the sewage treatment plant and pump stations requiring immediate attention.
6. Maintenance of the structures and grounds in order to provide a clean and sanitary appearance.

B. Reports

Provide written reports to the Regional Water Quality Control Board as required by the existing Fairbanks Ranch Water Reclamation Facility Waste Discharge Permit.

C. Testing

Provide daily tests of plant effluent as follows:

1. Dissolved oxygen at aeration tanks, clarifiers and plant effluent.
2. Mixed liquor suspended solids in aeration tanks.
3. Sulfides and Ph monitoring (3x per week).
4. Settleable solids (3x per week).
5. Flow metering.

II. OPERATIONS MANAGEMENT SERVICES

A. Sewer Line Repair and Maintenance

Provide coordination and scheduling of all sewer line repair and maintenance within the District. This shall include: administration and management of all sewer line cleaning contracts; coordination and scheduling of work; responses to the public; and reports to the Board of Directors.

B. Laboratory Testing

Provide coordination and scheduling of all private laboratory testing. This shall include: administration and management of all laboratory testing contracts; scheduling of tests; and reporting of test results to the Regional Board.

C. System Investigation

Provide coordination and scheduling of all sewer line televising operations. This shall include: administration and management of all systems investigation contracts; scheduling of work; and reporting of investigation results to the Board of Directors.

DRAFT

EXHIBIT B

TERMS OF COMPENSATION

A. FEE FOR SERVICES

Dudek shall be paid monthly for services rendered the District on a fixed fee basis as defined herein:

1. Fixed Fee Services. - Payment for the services specified in “Exhibit A” by the District to Dudek shall be on a fixed fee basis in the amount of: \$190,800 for FY 2020/21; \$195,000 for FY 2021/22; and \$199,200 for FY 2022/23. Dudek shall provide District with monthly invoices for payment in the amount of one-twelfth (1/12) of the yearly amount. District shall make such payment to Dudek within thirty (30) days of receipt of each invoice.

2. Direct Expenses.

Mileage will be charged for all travel other than that which is required for attendance at the Board of Directors meetings. Fees paid by Dudek for the District will be billed to the District at actual costs.

Dudek shall provide monthly statements in support of requested payment and shall attach copies of invoices for outside services submitted for reimbursement. All materials and outside services procured by Dudek for the District shall be reviewed for approval by the Board of Directors and confirmed by the copies of invoices.

3. Additional Services. Any additional services not covered under Exhibit “A” for specialized engineering or inspection will be provided by Dudek on a time and expense rate in accordance with Dudek’s Standard Schedule of Charges in effect at the time the work is prosecuted.