

**CENTRAL CAL WATERWORKS INC. PROPOSAL**  
**FOR CITY OF VISALIA PUBLIC WORKS**

WHEREAS, the City of Visalia, desires to employ a Certified Chief Wastewater Treatment Plant Operator, and proposal

WHEREAS, City of Visalia, currently lacks the ability to perform the duties required of a Certified Chief Wastewater Operator in the State of California; and

WHEREAS, City of Visalia and Central Cal Waterworks Inc. have entered into a Personal Services Agreement for the position of Certified Chief Wastewater Treatment Plant Operator on the following terms and conditions:

1. Central Cal Waterworks Inc. is the holder of SWRQB Grade V Wastewater Treatment Plant Operator Certificate # 28578; AND Contract Operator License CO 0225.
2. The parties hereto agree that Central Cal Waterworks Inc. will be responsible for the duties and responsibilities of Chief Plant Operator for all City of Visalia Wastewater Treatment Facilities, in accordance with the rules and regulations of the California State Water Resources Control Board.
3. Central Cal Waterworks Inc. hereby agrees to act as the Certified Chief Wastewater Treatment Plant Operator for the City of Visalia's Domestic Wastewater Treatment Facility.
4. It is further agreed that Central Cal Waterworks Inc. is an Independent Contractor in and for the City of Visalia and is not subject to employment policies, provisions, rules, and regulations.
5. It is further agreed that this Agreement shall be effective commencing on 3/1/2023 and shall remain fully operative monthly. Contract may be terminated by either party with 30 days written notice.
6. The parties hereto agree to the terms and conditions set forth in the attached Addendum with respect to the parties' responsibilities.
7. The parties have agreed to the following compensation for the above-described general services and for the specific services described in the attached Addendum: Monthly Fee of \$8645.00.
8. The City of Visalia shall pay Central Cal Waterworks Inc. on or before the tenth (10<sup>th</sup>) day of each month for the previous month's services.
9. Emergency calls outside of the regular and agreed upon work schedule, will be charged on a per call basis at Central Cal Waterworks Inc. current rate schedule.

**1. Information Regarding Parties Involved:**

**Community Wastewater and Water Supply Information:**

Name of Supply: City of Visalia Industrial and Domestic WWTF

System ID #:

City of Visalia

Mailing Address:

System Contact:  
Emergency Contact:

**Certified C.S.W.R.C.B Wastewater Treatment Operator**

Jason Sherrell: Central Cal Waterworks Inc.  
California State Water Resources Control Board  
Wastewater Treatment Operator: Grade V Cert # 28579:  
Water Treatment Operator Grade T-3 Cert # 29746:  
Water Distribution Operator Grade D-2 Cert # 35158  
Mailing Address: P.O. Box 1088 Auberry CA 93729  
Phone: (559) 575-5627  
Email: jsherrell@centralcalwaterworks.com

**2. Starting Date of Agreement:**

**Starting Date:** March 1, 2023

**3. The Duties and Responsibilities of Each Party Involved:**

**City of Visalia's Duties and Responsibilities include but are not limited to:**

- A. Provide materials for correcting any maintenance and/or operational problems.
- B. Provide necessary monetary funds to cover the costs of requirements outlined in A.
- C. Ensure that all projects requiring construction and operating permits meet State Contractors Board Agency requirements.
- D. Provide a spare parts inventory.
- E. Must maintain on file for five (5) calendar years all monitoring reports. - including, but not limited to:
  - Annual Wastewater Reports
  - Discharge Monitoring Reports
  - Monthly Operating Reports
- F. Maintain copies of all pertinent reports and records at the Treatment Plant or other on-site facility.

**Central Cal Waterworks Inc.'s Duties and Responsibilities include but are not limited to:**

- A. Act as Chief Wastewater Treatment Plant Operator performing the required visits specified in this agreement.
- B. Maintain proper records of the specified visits.
- C. In addition to the specified visits, the Central Cal Waterworks Inc. must also maintain and ensure availability of a means of communication for regulatory agencies, in the event of routine or emergency operational problems.

- D. Ensure by personal action and by directives to system personnel that system is being operated in a manner that provides for the safe and proper production of Wastewater.
- E. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is performed in a competent and timely manner.
- F. Issue notices, including notification to the State Water Resources Control Board's Regional Office, and the local county Public Health Department, per regulatory guidelines.
- G. Respond to Agency requests for information, site visits, or any other requested data.
- H. Ensure that all WDR permit samples are taken in compliance with the rules and regulations of the California State Water Resources Control Board.
- I. Maintain and submit to the State Water Resources Control Board all required operating records and reports, in a timely manner. These records and reports include, but are not limited to:
  - Discharge Monitoring Reports
  - Monthly Operating Reports
  - Annual Wastewater Reports

**On Call 24 hours a day 7 days a week for emergency response to any issues  
related to the Wastewater Treatment Facility**

1. Access to Equipment: The customer agrees to permit the agents and representatives of Central Cal Waterworks Inc. to have access to the facilities and equipment at any time during regular working hours for the sole purpose of performing the services.
2. It is understood and agreed by all the parties hereto that the City of Visalia shall not hire or offer employment to any existing or former Central Cal Waterworks Inc. employee having any involvement with the services described in Section 2 of this Agreement. The provisions of this paragraph shall remain in effect for a period of two (2) year following termination of this Agreement.
3. Additional Services or Calls: If the City of Visalia requests Central Cal Waterworks Inc. to perform any services or to provide any materials other than those specified in this Agreement the City of Visalia shall pay Central Cal Waterworks Inc. for such additional services or materials at Central Cal Waterworks Inc.'s then-current rate schedule in addition to the charges provided for in this Agreement.
4. The term of this Agreement shall commence as of the date 1<sup>st</sup> day of March 2022 and shall continue in full and effect for Monthly until one or both sides of this agreement has terminated this agreement with 30 days written notice to other.
5. Warranty Disclaimer: Under no circumstances shall Central Cal Waterworks Inc. have any warranty obligation, express or implied, including warranty for a particular purpose or merchantability, beyond that which is expressly provided by the manufacturer of the equipment or materials furnished by Central Cal Waterworks Inc. to the City of Visalia. Limitation of Liability: The liability of Central Cal Waterworks Inc. is expressly limited to the amount of

compensation paid to Central Cal Waterworks Inc. by the City of Visalia, except in cases of negligence. In no event shall Central Cal Waterworks Inc. be liable for damages other than actual damages.

6. Attorney Fees and Costs: City of Visalia and Central Cal Waterworks Inc. agree that each party shall bear their own costs and expenses, including attorney's fees and legal costs, in connection with any dispute arising out of this Agreement.
7. Venue and Jurisdiction: If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, venue shall be in Tulare County Superior Court, California which shall be deemed a convenient forum. The parties to this Agreement expressly and irrevocable consent and submit to the jurisdiction of the courts of the State of California.
8. Successors and Assigns. This Agreement may not be assigned or delegated by either party without the prior written consent of the other party. The provisions of this Agreement are binding on the parent, subsidiary, and successor companies of the parties.
9. Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

### **CENTRAL CAL WATERWORKS INC.**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Jason Sherrell, President Central Cal Waterworks Inc.

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CENTRAL CAL WATERWORKS INC. in the capacity I have stated, and that such execution is sufficient to bind the same.

### **CITY OF VISALIA**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

City Manager

Approved as to Form

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
City Attorney