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April 25, 2022

Board of Directors  
Triunfo Water & Sanitation District  
Ventura County, California

**REIMBURSEMENT AGREEMENT BETWEEN TWSD AND THE CITY OF THOUSAND OAKS FOR UTILITY MANHOLE RAISING**

**Summary**

The City of Thousand Oaks (City) is planning a pavement overlay and resurfacing project which includes a portion of the Triunfo Water & Sanitation District's (District) wastewater service area. As a result, the District has 59 utility manholes that are affected by the overlay project and will need to be raised as part of this project. In the interest of efficiency, the City has offered to have its paving contractor include the manhole raising as part of their project, at an estimated cost of \$32,000. By utilizing this option, the District benefits from the economy of scale for completing the work as part of a larger resurfacing project. The City has negotiated a price \$500 per utility manhole with the Contractor. Previously, the District has obtained quotes in the \$900 - \$2,200 per utility manhole to perform similar work. In addition, since this work is part of the City's project, the District will not need to coordinate with the City as would be the case if the District were to perform the work on its own. Staff recommends the Board approve this Reimbursement Agreement with the City of Thousand Oaks authorizing their Contractor to raise the District's utility manholes.

**Fiscal Impact**

Yes. The \$32,000 (\$29,500 plus \$2,500 contingency) is not in the FY 2021-2022 Adopted Budget and will require a budget increase to fund the Agreement.

**Recommendation**

It is recommended the TWSD Board:

- A. Approve the Draft Reimbursement Agreement and authorize the General Manager to sign the Final Agreement with the City of Thousand Oaks in the amount of \$32,000; and

- B. Authorize the Director of Finance to increase the FY 2021-2022 Adopted Budget by \$32,000; or
- C. Provide staff with direction.

REVIEWED AND APPROVED \_\_\_\_\_

  
Mark Norris - General Manager

Attachment: Draft - Reimbursement Agreement with the City of Thousand Oaks

**REIMBURSEMENT AGREEMENT  
BETWEEN THE CITY OF THOUSAND OAKS  
AND TRIUNFO WATER & SANITATION DISTRICT  
FOR THE ADJUSTMENT OF UTILITY MANHOLE COVERS IN CONJUNCTION  
WITH THE 2022 PAVEMENT OVERLAY & RESURFACING PROGRAM (CI 5538)**

THIS AGREEMENT (“Agreement”) dated this \_\_\_\_\_ is entered into by and between the City of Thousand Oaks, a municipal corporation, organized and existing under the laws of the State of California (“City”) and Triunfo Water & Sanitation District (“Public Utility Company”).

WHEREAS, City is undertaking its 2022 Pavement Overlay and Resurfacing City Capital Project (CI 5538) (“Project”) which involves certain repairs and improvements to City’s streets; and

WHEREAS, Public Utility Company owns wastewater utility manhole covers (“Property”), and will need certain improvements to the Property to lift them to final grade after the Project is completed; and

WHEREAS, Public Utility Company is proposing to reimburse City for City’s costs incurred to have City’s contractor adjust the Property to grade; and

WHEREAS, there are 50 existing manhole covers and 9 clean out lids for a total of fifty nine (59) within the Project limits on City streets (“Improvements”); and

WHEREAS, the City and Public Utility Company will benefit if this work is performed concurrently with the 2022 Pavement Overlay and Resurfacing Program set forth herein, which will allow the Project to be completed sooner, and without multiple disruptions to the residents; and

WHEREAS, Public Utility Company and City desire to enter into an agreement for the adjustment of Property within Public Utility Company’s facilities.

NOW, THEREFORE, in consideration of the covenants contained herein and other valuable consideration, the parties hereby agree as follows:

1. **Responsibility for the Costs of Improvements:** The parties acknowledge that the allocation of the cost of the work for Improvements shall be allocated between City and Public Utility Company as follows:

a. The total costs for the adjustment of all 50 manhole covers and 9 clean-out lids for a total of 59 covers owned by Public Utility Company shall be 100 percent the responsibility of Public Utility Company.

b. City will contract with Sully-Miller Contractors (“Contractor”) to perform the Improvements in accordance with the approved CI 5538 Construction Contract. The estimated cost for this portion of Improvements is \$32,000 (\$29,500 plus \$2,500 contingency). Unit cost for this item is \$500 each. The cost listed for Improvements is an estimate and the final cost submitted to Public Utility Company for reimbursement to City

may differ.

c. City will request notification by its Contractor to the Public Utility Company when a damaged manhole ring or cover is in need of replacement, so the Public Utility Company may promptly provide the needed parts at the site. The Contractor will return the damaged parts to the Public Utility Company for recycling.

d. City will require its Contractor to take reasonable steps to ensure minimal debris intrusion into the manholes during the raising process. The Public Utility Company will flush its manholes following completion but the City will require that excessive debris be removed by the Contractor.

## 2. **Change Orders:**

a. City's Contractor shall perform the work of Improvements in accordance with the approved CI 5538 Construction Contract, and there shall be no changes or deviations therefrom or additions thereto without prior written consent of City and Public Utility Company. Necessary changes or additions to Improvements not shown on the Approved Drawings, nor included in the Approved Contract shall be approved in writing by City and Public Utility Company in a timely manner prior to their being constructed or implemented, via Change Order.

b. City and/or Public Utility Company shall not be responsible for any extra costs incurred from unauthorized or unapproved Change Order work.

3. **Payment.** Public Utility Company will reimburse City for the cost of Public Utility Company's share of Improvements as required by the provisions of Section 1, along with any extra charges incurred by approved Change Orders and/or incidental work required by City.

a. If Public Utility Company owes City for its share of Improvement costs, as described above, then Public Utility Company shall remit such sum to City within 20 business days of invoice from City.

4. **Prevailing Party Attorney's Fees.** In any action, suit, or proceeding arising from or out of this Agreement and/or to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees reasonably incurred on such proceeding and all court costs and collection costs, whether incurred out of court, at trial, or on appeal.

5. **Integrated Agreement.** This Agreement constitutes the entire Agreement of the parties hereto and it is expressly stipulated that this Agreement supersedes all prior statements, representations and discussions in connection with the subject matter dealt with in this Agreement.

6. **Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

City: City of Thousand Oaks  
Public Works Department  
Attn: Michelle McCarty  
2100 E. Thousand Oaks Boulevard  
Thousand Oaks, CA 91362

Public Utility Company: Attn: Tim Doyle  
Triunfo Water & Sanitation District  
1001 Partridge Drive, Suite 100  
Ventura, CA 93003

Public Utility Company is responsible to notify City of any change in mailing address.

7. **Governing Law.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

8. **Captions** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

9. **Authorization** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

10. **Signatures** (a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

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

**TRIUNFO WATER & SANITATION DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CITY OF THOUSAND OAKS**

\_\_\_\_\_  
Andrew P. Powers, City Manager

**ATTEST:**

\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

**APPROVED BY DEPARTMENT HEAD:**

\_\_\_\_\_  
Clifford G. Finley, Public Works Director

**APPROVED AS TO ADMINISTRATION:**

\_\_\_\_\_  
Andrew P. Powers, City Manager

**APPROVED AS TO FORM:**

Office of City Attorney

\_\_\_\_\_  
Tracy Friedl, Assistant City Attorney