

VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



May 24, 2010

Board of Directors
Ventura Regional Sanitation District
Ventura, California

VRSD CONTRACT NO. 08-044 – CITY OF OXNARD

The Ventura Regional Sanitation District (VRSD) annual standard service contract with the City of Oxnard (City) expires June 30, 2010. The services VRSD provides are environmental monitoring for the Coastal and Santa Clara Landfills. With the closing of the Covanta Power Plant the City has requested additional services including balancing the gas collection system at the Santa Clara Landfill and utilizing VRSD's flare for the destruction of their landfill gas. Staff has budgeted work for this Fiscal Year and next Fiscal Year in the amount of \$52,941.

Please call me at 658-4679 if you have any questions regarding this matter.

RECOMMENDATION

It is recommended the Board authorize the Chairman to sign the second amendment to VRSD Contract No. 08-044, with the City of Oxnard, for an additional \$52,941 for environmental monitoring and flare operation.



ANDY HOVEY – TECHNICAL SERVICES SUPERVISOR

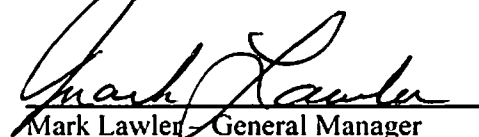
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REVIEWED AND APPROVED



Sally Coleman – Director of Operations

APPROVED FOR JUNE 3, 2010 AGENDA



Mark Lawler – General Manager

**SECOND AMENDMENT TO AGREEMENT FOR
CONSULTING SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of May, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("Consultant"). This Second Amendment amends the Agreement entered into on June 5, 2008, by City and Ventura Regional Sanitation District. The Agreement previously has been amended on May 12, 2009, by a First Amendment.

City and Consultant agree as follows:

1. In section 12 of the Agreement, the date "June 30, 2010" is deleted and replaced with the date June 30, 2011."
2. In section 14 of the Agreement, the figure "\$56,130.00" is deleted and replaced with the figure "\$109,071.46."
3. As of May 3, 2010, Exhibit A is supplemented by Exhibit A-1, attached hereto and incorporated herein by reference. References in the Agreement to Exhibit A shall be deemed to include references to Exhibit A-1.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

APPROVED AS TO FORM:


James Cameron, Purchasing Agent

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

APPROVED AS TO CONTENT:

James Cameron, Risk Manager



Michael Henderson, Project Manager

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

**APPROVED AS TO FORM: ARNOLD, BLEUEL,
LaROCHELLE, MATHEWS, & ZIRBEL, LLP**

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
CHARLOTTE CRAVEN, Chairman
Board of Directors

ATTEST:

By _____
JOSIE GUZMAN
Clerk of the Board

**Exhibit A
Scope of Services**

Consultant shall perform the following services:

Landfill Gas

1. Conduct monthly landfill perimeter gas probe monitoring and prepare monthly regulatory reports as required by California Code of Regulations (CCR) Title 27
2. Maintain and monitor the 2 landfill gas detection systems located in the 2 on-site structures (clubhouse and tent) and calibrate as required by the manufacturer
3. Monitor quarterly for surface landfill emissions as required in the Title V Federal Operating Permit
4. Monitor and balance the gas collection system as required by the Title V permit
5. Operate and maintain the Sur-lite landfill flare gas destruction device
6. Conduct flare testing and reporting as required in the Title V Federal permit
7. Prepare Title V required semi-annual reports, semi-annual flare start-up, shutdown and malfunction reports, and annual certification reports
8. Retain Title V required records
9. Air Pollution Control District Permit to Operate Permit Fee

Storm Water

Conduct storm water monitoring and reporting as required in the National Pollutant Discharge Elimination System (NPDES) permit as described in the City's Storm Water Pollution Prevention Plan (SWPPP).

1. Conduct wet season inspections and sampling for 5 sites (3 Coastal and 2 Santa Clara)
2. Conduct dry weather (authorized/unauthorized) inspections
3. Conduct an annual comprehensive site inspection and evaluation
4. Prepare and submit the annual report to the Los Angeles Regional Water Quality Control Board
5. Update SWPPP as required