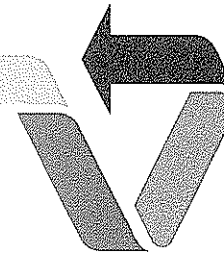


VENTURA REGIONAL SANITATION DISTRICT

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



A Public
Waste
Management
Agency

May 24, 2011

Board of Directors
Ventura Regional Sanitation District
Ventura, California

VRSD ANNUAL SERVICE CONTRACT AMENDMENTS

Several annual Service Contracts for Ventura Regional Sanitation District (VRSD) expire June 30, 2011. The aging infrastructure associated with facilities we operate and maintain requires periodic repair of broken water mains, replacing water valves, backflow prevention device service, GIS service, pavement repair, electrical repair, manhole and valve raising, road closures, safety consulting, and welding. Staff has solicited pricing information from numerous firms who engage in this type of repair and has generated a list of those who are qualified and willing to provide these services. Staff has prepared service contracts with 15 firms in the amounts indicated below. These firms are recommended for their ability to provide quality work for an appropriate price as well as their willingness to respond to emergency events. The three laboratories perform the lab work for all District operated facilities. The Pat Chem contract provides additional funds to perform laboratory testing for the Top O' Topanga treatment plant. The Weck and Fruit Growers Lab contracts provide laboratory service both operating divisions including the biosolids facility.

| Service Provider | Service Provided | Total Contract (with amendment) | Amendment |
|----------------------------|-----------------------|---------------------------------|---------------------------------|
| The PRD Group | Consulting Services | \$125,000 | Extend time to 6/30/12 |
| DeKreek Technical Services | Instrumentation/SCDA | \$ 40,000 | Extend time to 6/30/12 |
| Accountemps | Temp Finance Serv | \$ 20,000 | Extend time to 6/30/12 |
| Debi Anderson | Consultant | \$ 10,000 | Extend time to 6/30/12 |
| A-Mehr, Incorporated | Engineering – Phase 3 | \$529,686 | Add \$ 20,000 & time to 6/30/12 |
| Cintas Corporation | Uniforms | \$ 60,000 | Add \$ 30,000 & time to 6/30/12 |
| Reliance Cleaning | Janitorial Services | \$ 55,000 | Add \$ 10,000 & time to 6/30/12 |
| RP Barricade | Traffic Control | \$ 51,000 | Add \$ 15,000 & time to 6/30/12 |
| Weck Labs | Laboratory | \$540,000 | Add \$150,000 & time to 6/30/12 |
| Fruit Grower Labs | Laboratory | \$175,000 | Add \$ 25,000 & time to 6/30/12 |
| RC Foster Corporation | Water System Maint. | \$ 70,000 | Add \$ 25,000 & time to 6/30/12 |
| Sam Hill and Sons | Water System Maint. | \$615,000 | Add \$200,000 & time to 6/30/12 |
| Pat Chem Labs | Laboratory | \$ 72,813 | Add \$ 25,000 & time to 6/30/12 |
| Kemp Welding | Welding Services | \$ 65,000 | Add \$ 20,000 & time to 6/30/12 |
| Instrument Control Systems | Instrumentation/SCDA | \$145,000 | Add \$ 60,000 & time to 6/30/12 |
| Richard Baldwin | Air Emissions Eval | \$ 55,000 | Add \$ 30,000 & time to 6/30/12 |
| Richard Baldwin | Biosolids Odor/Permit | \$ 63,500 | Add \$ 30,000 & time to 6/30/12 |

Ventura County • **CITIES:** Camarillo • Fillmore • Ojai • Oxnard • Port Hueneme • San Buenaventura • Santa Paula • Thousand Oaks

SPECIAL DISTRICTS: Camarillo Sanitary • Camrosa Water • Channel Islands Beach Community Services • Montalvo Municipal Improvement •

Ojai Valley Sanitary • Saticoy Sanitary • Triunfo Sanitation • Ventura County Waterworks Nos. 1 and 16

Hemlo-1

Staff recommends approval of the attached VRSD contracts. Please call me at 658-4674 if you have any questions regarding this matter.

RECOMMENDATION

It is recommended the Board:

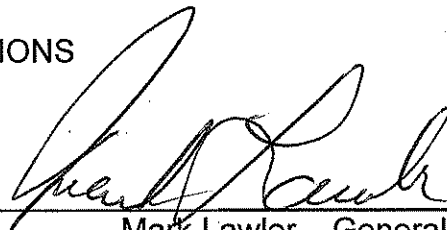
- a. Authorize the Chairman to sign the following VRSD service contracts: Contract No. 10-001-1 with The PRD Group; Contract No. 10-027-1 with DeKreek Technical Services; Contract No. 10-038-1 with Accountemps; Contract No. 10-10-3 with Debi Anderson; Contract No. 09-037-3 with A-Mehr, Incorporated; Contract No. 10-026-1 with Cintas Corporation; Contract No. 07-045-1 with Reliance Cleaning; Contract No. 07-014-4 with RP Barricade; Contract No. 08-022-3 with Weck Labs; Contract No. 08-046-3 with Fruit Growers Labs; Contract No. 08-055-3 with RC Foster Corporation; Contract No. 09-011-2 with Sam Hill and Sons; Contract No. 09-025-2 with Pat Chem Labs; Contract No. 10-029-2 with Kemp Welding; Contract No. 10-034-1 with Instrument Control Systems; Contract No. 10-030-1 with Richard Baldwin; and Contract No. 10-040-1 with Richard Baldwin.



SALLY COLEMAN – DIRECTOR OF OPERATIONS

Enc.

APPROVED FOR JUNE 2, 2011 AGENDA



Mark Lawler – General Manager

CONTRACT NO. 10-001-2

**AMENDMENT NO. 2 TO CONTRACT NO. 10-001
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
THE PRD GROUP, INC.**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and THE PRD GROUP, INC., a California corporation, hereinafter "ENGINEER."

RECITALS

A. On the 1st day of July 2010, a certain contract hereinafter referred to as Contract No. 10-001, was executed between DISTRICT and ENGINEER for specialized services of ENGINEER to assist the DISTRICT in providing engineering and business development services.

B. On the 2nd day of December 2010, a certain contract hereinafter referred to as Control No. 10-001-1, was executed between DISTRICT and ENGINEER for specialized services of ENGINEER to assist the DISTRICT in providing engineering and business development services

B. DISTRICT and ENGINEER have agreed time is necessary to complete the work and can be accomplished by amending Contract No. 10-001 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-001, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 3: Authorization and Completion of Work:

"Engineering services for work outlined in Article 2 shall be rendered only upon written authorization by DISTRICT. ENGINEER shall begin work promptly upon receipt of DISTRICT's Notice to Proceed and pursue the work diligently to assure completion on a timely basis. All contractual work shall be completed by June 30, 2012."

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

THE PRD GROUP, INC.

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
DAVID M. MARTIN, P.E. Principal

6-4

CONTRACT NO. 10-027-1

**AMENDMENT NO. 1 TO CONTRACT NO. 10-027
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DeKREEK TECHNICAL SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of June, 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and DeKREEK TECHNICAL SERVICES., a Sole Proprietor, hereinafter "CONTRACTOR."

RECITALS

A. On the 1st day of July 2010, a certain contract, hereinafter referred to as Contract No. 10-027, was executed between DISTRICT and CONTRACTOR for scheduled and emergency electrical, instrumentation and/or SCADA services.

B. DISTRICT and CONTRACTOR have agreed additional time is necessary to complete the work and can be accomplished by amending Contract No. 10-027 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-027, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 2, Term of Contract:

"The term of this Agreement shall be from July 1, 2010 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

DeKREEK TECHNICAL SERVICES

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
DIRK DeKREEK, P.E.

CONTRACT NO. 10-038-1

**AMENDMENT NO. 1 TO CONTRACT NO. 10-038
AGREEMENT FOR TEMPORARY SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
ROBERT HALF INTERNATIONAL (ACCONTEMPS)**

THIS AGREEMENT is made and entered into this 2nd day of June, 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and ROBERT HALF INTERNATIONAL INC., a Delaware corporation, doing business through its division Accountemps with offices located at 300 Esplanade Dr, Suite 1530, Oxnard, CA 93030-1248, hereinafter "AGENCY". Nothing in this Agreement shall obligate any AGENCY branch office, other than AGENCY's Oxnard, California branch office located at the address listed above, unless otherwise agreed to by the parties in writing.

RECITALS

A. On the 30th day of September 2010, a certain contract, hereinafter referred to as Contract No. 10-038, was executed between DISTRICT and AGENCY for temporary help services to accommodate temporary help needs in the event of DISTRICT employee absence and/or work overload.

B. DISTRICT and AGENCY have agreed additional time and compensation is necessary to complete the work and can be accomplished by amending Contract No. 10-026 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-027, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be from September 30, 2010 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

6-7

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

ROBERT HALF INTERNATIONAL - ACCOUNTEMPS

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
CHRIS GARZA – VP, Regional Manager

CONTRACT NO. 10-010-3

**AMENDMENT NO. 3 TO CONTRACT NO. 10-010
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DEBI ANDERSON**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and DEBI ANDERSON, an independent consultant, hereinafter "CONSULTANT."

RECITALS

A. On the 28th day of May 2010, a certain contract hereinafter referred to as Contract No. 10-010, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

B. On the 3rd day of January 2011, a certain contract hereinafter referred to as Contract No. 10-010-1, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

C. On the 14th day of February 2011, a certain contract hereinafter referred to as Contract No. 10-010-2, was executed between DISTRICT and CONSULTANT for specialized services of a consultant for routine and transitional administrative type work for operation and finance department.

D. DISTRICT and CONSULTANT have agreed that additional time is necessary to complete the work and can be accomplished by amending Contract No. 10-010 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-010, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 2: Term of Contract

"Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2012."

6-9

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

DEBI ANDERSON

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
DEBI ANDERSON

CONTRACT NO. 09-037-3

**AMENDMENT NO. 3 TO CONTRACT NO. 09-037
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
A-MEHR, INC**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and A-MEHR, INC., a California corporation, hereinafter "CONSULTANT."

RECITALS

A. On the 15th day of October 2009, a certain contract, hereinafter referred to as Contract No. 09-037, was executed between DISTRICT and CONSULTANT Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and

B. On the 20th day of May 2010, a certain contract, hereinafter referred to as Contract No. 09-037-1, was executed between DISTRICT and CONSULTANT Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and

C. On the 18th day of November 2010, a certain contract, hereinafter referred to as Contract No. 09-037-2, was executed between DISTRICT and CONSULTANT for Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and

D. DISTRICT issued a request for proposal (RFP) for the Toland Landfill 3B Liner Design to three qualified landfill design consultants in September 2009. All three firms receiving the RFP, Brian A. Stirrat & Associates, SWT Engineering and A-Mehr, Inc. responded with proposals in October 2008 and then updated their proposals in September 2009. After review of proposals, A-Mehr was determined to have the best combination of qualification and cost-effectiveness. On the 15th day of October 2009, a certain contract, hereinafter referred to as Contract No. 09-037, was awarded to A-Mehr in the amount of \$74,000.

E. DISTRICT had need for construction quality assurance (CQA) and Construction Engineering Support Services for the 3B Liner Construction Project at the Toland Landfill. CONSULTANT represented that it is licensed to perform engineering services in the State of California, its license number is C42575, and it possesses the necessary skills, experience and expertise to perform the required work and is willing to contract with DISTRICT.

F. DISTRICT selected A-Mehr as best qualified, by soliciting proposals from three qualified engineering firms and sole sourcing. CONSULTANT was selected as most fully qualified based on evaluation of all submittals. The selection procedure was in conformance with DISTRICT Purchasing Resolution No. 89-13. On the 20th day of May 2010, Contract No. 09-037 was amended to include CQA and Construction Engineering for the Toland Landfill Phase 3B Liner for an additional \$259,200.

G. On the 18th day of November 2010, Contract No. 09-037 was amended to include CQA and Construction Engineering for the Toland Road Landfill Phase 3B Liner for an additional \$176,486.

6-11

H. DISTRICT and CONSULTANT have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 09-037 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 09-037, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 3: Authorization and Completion of Work:

“Engineering services for work outlined in Article 2 shall be rendered only upon written authorization by DISTRICT. ENGINEER shall begin work promptly upon receipt of DISTRICT’s Notice to Proceed and pursue the work diligently to assure completion on a timely basis. All contractual work shall be completed by June 30, 2012. It may be extended for additional one-year periods to a total of five at DISTRICT’s sole option upon acceptance of the current terms, conditions and price.”

The parties agree the following language shall replace the original provisions of Article 4: Compensation:

“Fees for services provided in Article 2 of this agreement will be determined on the basis of Direct Salary Cost and Direct Nonsalary Cost, as herein defined, except that the total fees for services shall not exceed \$529,686.”

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

ENGINEER:

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
M. ALI MEHRAZARIN, Principal Engineer

6-12

CONTRACT NO. 10-026-1

**AMENDMENT NO. 1 TO CONTRACT NO. 10-026
AGREEMENT FOR UNIFORMS AND RELATED SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CINTAS, INC**

THIS AGREEMENT is made and entered into this 2nd day of June, 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and CINTAS, Inc., a Washington Corporation, hereinafter "CONTRACTOR."

RECITALS

A. On the 1st day of July 2010, a certain contract, hereinafter referred to as Contract No. 10-026, was executed between DISTRICT and CONTRACTOR for supply and delivery of uniform rentals and related products.

B. DISTRICT and CONTRACTOR have agreed additional time and compensation is necessary to complete the work and can be accomplished by amending Contract No. 10-026 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-027, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be from July 1, 2010 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

The parties agree the following language shall replace the original provisions of Article 2: District's Obligations:

"Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$60,000.00 without written amendment hereto."

6-13

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

CINTAS CORPORATION

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
JIM REEDER, Group Vice President

CONTRACT NO. 07-045-1

**AMENDMENT NO. 1 TO CONTRACT NO. 07-045
AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RELIANCE CLEANING SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of June, 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and RELIANCE CLEANING SERVICES, a Sole Proprietor, hereinafter "CONTRACTOR."

RECITALS

A. On the 21st day of June 2007, a certain contract, hereinafter referred to as Contract No. 07-045, was executed between DISTRICT and CONTRACTOR for janitorial services.

B. DISTRICT and CONTRACTOR have agreed additional time and compensation is necessary to complete the work and can be accomplished by amending Contract No. 07-045 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 07-045, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be from June 21, 2007 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

The parties agree the following language shall replace the original provisions of Article 2: District's Obligations:

"Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$55,000.00 without written amendment hereto."

6-15

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

RELIANCE CLEANING SERVICES

By _____
JOSIE GUZMAN
Clerk of the Board

By _____
OFELIA R. MONTES,
Vice President

CONTRACT NO. 07-014-4

**AMENDMENT NO. 4 TO CONTRACT NO. 07-014
AGREEMENT FOR FACILITIES MAINTENANCE & REPAIR
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RP BARRICADE**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and RP BARRICADE, a California Corporation, hereinafter "CONTRACTOR."

RECITALS

A. On the 19th day of March 2007, a certain contract, hereinafter referred to as Contract No. 07-014, was executed between DISTRICT and CONTRACTOR for traffic control in different locations throughout the County for the Water/Wastewater Departments.

B. On the 5th day of June 2008, a certain contract, hereinafter referred to as Contract No. 07-014-1, was executed between DISTRICT and CONTRACTOR for traffic control in different locations throughout the County for the Water/Wastewater Departments.

C. On the 16th day of June 2009, a certain contract, hereinafter referred to as Contract No. 07-014-2, was executed between DISTRICT and CONTRACTOR for traffic control in different locations throughout the County for the Water/Wastewater Departments.

D. On the 28th day of June 2010, a certain contract, hereinafter referred to as Contract No. 07-014-3, was executed between DISTRICT and CONTRACTOR for traffic control in different locations throughout the County for Water/Wastewater Departments.

E. DISTRICT and CONTRACTOR have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 07-014 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 07-014, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2012."

6-17

The parties agree the following language shall replace the original provisions of Article 2: District's Obligations:

"Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$51,000 without written amendment hereto."

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

RP BARRICADE

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
RICHARD PENHALLOW, Owner

CONTRACT NO. 08-022-3

**AMENDMENT NO. 3 TO CONTRACT NO. 08-022
AGREEMENT FOR LABORATORY SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
WECK LABORATORIES, INC.**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and WECK LABORATORIES, INC., a California corporation, hereinafter "SUPPLIER".

RECITALS

A. On the 5th day of June 2008, a certain contract, hereinafter referred to as Contract No. 08-022, was executed between DISTRICT and SUPPLIER for laboratory services.

B. On the 4th day of June 2009, a certain contract, hereinafter referred to as Contract No. 08-022-1, was executed between DISTRICT and SUPPLIER for laboratory services.

C. On the 1st day of July 2010, a certain contract hereinafter referred to as Contract No. 08-022-2, was executed between DISTRICT and SUPPLIER for laboratory services.

D. DISTRICT and SUPPLIER have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 08-022 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 08-022, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be extended until June 30, 2012. This Agreement may be extended for additional two-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

The parties agree the following language shall replace the original provisions of Article 2, District's Obligations:

"DISTRICT will pay SUPPLIER in accordance with price, terms and conditions as shown in Exhibit I, Terms & Conditions, in a total amount not to exceed \$540,000, unless earlier amended in writing as provided herein."

6-19

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 ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

WECK LABORATORIES, INC

By _____
JOSIE GUZMAN
Clerk of the Board

By _____
ALFREDO PIERRI, President - Lab Director

CONTRACT NO. 08-046-3

**AMENDMENT NO. 3 TO CONTRACT NO. 08-046
AGREEMENT FOR LABORATORY SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
FRUIT GROWERS LABORATORIES, INC.**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and FRUIT GROWERS LABORATORIES, INC., a California corporation, hereinafter "SUPPLIER."

RECITALS

- A. On the 28th day of July 2008, a certain contract, hereinafter referred to as Contract No. 08-046, was executed between DISTRICT and SUPPLIER for laboratory services.
- B. On the 4th day of June 2009, a certain contract, hereinafter referred to as Contract No. 08-046-1, was executed between DISTRICT and SUPPLIER for laboratory services.
- C. On the 1st day of July 2010, a certain contract hereinafter referred to as Contract No. 08-046-2, was executed between DISTRICT and SUPPLIER for laboratory services.
- D. DISTRICT and SUPPLIER have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 08-046 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 08-046, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be extended until June 30, 2012."

The parties agree the following language shall replace the original provisions of Article 2, District's Obligations:

"DISTRICT will pay SUPPLIER in accordance with price, terms and conditions as shown in Exhibit I, Terms & Conditions, in a total amount not to exceed \$175,000, unless earlier amended in writing as provided herein."

6-21

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

FRUIT GROWERS LABORATORY

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
DENIS BARRY, Marketing Director

CONTRACT NO. 08-055-3

**AMENDMENT NO. 3 TO CONTRACT NO. 08-055
AGREEMENT FOR AUTOMATIC CONTROL VALVE MAINTENANCE & REPAIR
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
R C FOSTER CORPORATION**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and R C FOSTER CORPORATION, a California corporation hereinafter "CONSULTANT".

RECITALS

- A. On the 4th day of June 2008, a certain contract, hereinafter referred to as Contract No. 08-055, was executed between DISTRICT and CONSULTANT for maintenance and/or repair work related to automatic control valve's located at multiple sites owned and operated by the DISTRICT.
- B. On the 16th day of June 2009, a certain contract, hereinafter referred to as Contract No. 08-055-1, was executed between DISTRICT and CONSULTANT for maintenance and/or repair work related to automatic control valves located at multiple sites owned and operated by the DISTRICT.
- C. On the 28th day of June 2010, a certain contract, hereinafter referred to as Contract No. 08-055-2, was executed between DISTRICT and CONSULTANT for maintenance and/or repair work related to automatic control valves located at multiple sites owned and operated by the DISTRICT.
- D. DISTRICT and CONSULTANT have agreed additional time and compensation is needed to complete the work and can be accomplished by amending Contract No. 08-055 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 08-055, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until satisfactory completion of all provisions of the Agreement. It is anticipated this will occur before June 30, 2012."

The parties agree the following language shall replace the original provisions of Article 2: District's Obligations

"Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$70,000.00 without written amendment hereto."

6-23

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

RC FOSTER CORPORATION

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
ROBERT FOSTER, President

CONTRACT NO. 09-011-2

**AMENDMENT NO. 2 TO CONTRACT NO. 09-011
AGREEMENT FOR FACILITIES MAINTENANCE & REPAIR
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
SAM HILL & SONS, INC.**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and SAM HILL & SONS, INC., a California corporation, hereinafter "CONTRACTOR."

RECITALS

A. On the 1st day of March 2009, a certain contract, hereinafter referred to as Contract No. 09-011, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

B. On the 1st day of July 2010, a certain contract, hereinafter referred to as Contract No. 09-011-1, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

B. DISTRICT and CONTRACTOR have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 09-011 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 09-011, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1: Term

The term of this Agreement shall be from April 2, 2009 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price.

The parties agree the following language shall replace the original provisions of Exhibit 1: Price

"Equipment and labor rates applied to DISTRICT projects shall not exceed CONTRACTOR's published rates on the day a project commences. CONTRACTOR's current rates are attached hereto and made a part hereof by reference. CONTRACTOR agrees to advise DISTRICT of any change in its published rates during the term of this Agreement. In any event, the total of all charges hereunder shall not exceed Six Hundred Fifteen Thousand Dollars (\$615,000.00) without DISTRICT Board of Directors approval."

6-25

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

SAM HILL & SONS, INC.

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
RONALD HILL, President
Tax ID Number: 77-0114981

CONTRACT NO. 09-025-2

**AMENDMENT NO. 2 TO CONTRACT NO. 09-025
AGREEMENT FOR LABORATORY SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
PAT-CHEM LABORATORIES**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and PAT-CHEM LABORATORIES., a California corporation, hereinafter "SUPPLIER".

RECITALS

- A. On the 4th day of June 2009, a certain contract, hereinafter referred to as Contract No. 09-025, was executed between DISTRICT and SUPPLIER for laboratory services.
- B. On the 1st day of July 2010, a certain contract, hereinafter referred to as Contract No. 09-025-1, was executed between DISTRICT and SUPPLIER for laboratory services.
- C. DISTRICT and SUPPLIER have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 09-025 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 09-025, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be extended until June 30, 2012. This Agreement may be extended for additional two-year periods to a total of five at DISTRICT's sole option upon acceptance of the then current terms, conditions and price."

The parties agree the following language shall replace the original provisions of Article 2, District's Obligations:

"DISTRICT will pay SUPPLIER in accordance with price, terms and conditions as shown in Exhibit I, Terms & Conditions, in a total amount not to exceed \$72,813.00, unless earlier amended in writing as provided herein."

6.27

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 ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

PAT-CHEM LABORATORIES

By _____
JOSIE GUZMAN
Clerk of the Board

By _____
GARY GOODWIN, Chief Financial Officer

CONTRACT NO. 10-029-2

**AMENDMENT NO. 2 TO CONTRACT NO. 10-029
AGREEMENT FOR FACILITIES MAINTENANCE & REPAIR
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
KEMP WELDING, INC.**

THIS AGREEMENT is made and entered into this 2nd day of June, 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and KEMP WELDING, INC., a Sole Proprietor, hereinafter "CONTRACTOR."

RECITALS

A. On the 1st day of July 2010, a certain contract, hereinafter referred to as Contract No. 10-029, was executed between DISTRICT and CONTRACTOR for the occasional need for welding repair work related to the Shop and Biosolids area at the Toland Landfill.

B. On the 3rd day of February 2011, a certain contract, hereinafter referred to as Contract No. 10-029-1, was executed between DISTRICT and CONTRACTOR for the occasional need for welding repair work related to the Shop and Biosolids area at the Toland Landfill.

C. DISTRICT and CONTRACTOR have agreed additional time and compensation is necessary to complete the work and can be accomplished by amending Contract No. 10-029 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-029, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be from July 1, 2010 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

The parties agree the following language shall replace the original provisions of Article 3: Compensation

"Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$65,000.00 without written amendment hereto."

6-29

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

KEMP WELDING, INC

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
RANDY KEMP, Owner

CONTRACT NO. 10-034-1

**AMENDMENT NO. 1 TO CONTRACT NO. 10-034
SCADA, ELECTRICAL, CONTROL SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
INSTRUMENT CONTROL SERVICES, INC.**

THIS AGREEMENT is made and entered into this 2nd day of June, 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and Instrument Control Services, Inc., a California Corporation, hereinafter "CONTRACTOR."

RECITALS

A. On the 2nd day of September 2010, a certain contract, hereinafter referred to as Contract No. 10-034, was executed between DISTRICT and CONTRACTOR for SCADA, electrical and control related service for locations owned and operated by the DISTRICT.

B. DISTRICT and CONTRACTOR have agreed additional time and compensation is necessary to complete the work and can be accomplished by amending Contract No. 10-026 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-034, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be from July 1, 2010 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

The parties agree the following language shall replace the original provisions of Article 2: District's Obligations:

"Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$145,000.00 without written amendment hereto."

6-31

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

APPROVED AS TO FORM:
ARNOLD, MATHEWS & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

INSTRUMENT CONTROL SERVICES, INC.

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
MICHAEL LEBLANC, Owner

6-32

CONTRACT NO. 10-030-1

**AMENDMENT NO. 1 TO CONTRACT NO. 10-030
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RICHARD BALDWIN**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and RICHARD BALDWIN, hereinafter "CONSULTANT."

RECITALS

A. On the 2nd day of December 2010, a certain contract hereinafter referred to as Contract No. 10-030, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT to provide air emissions evaluation and mitigation analyses relating to thermal conversion and power generation alternatives.

B. DISTRICT and CONSULTANT have agreed that additions to the original scope of work, time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 10-030 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-030, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 2: Term of Contract:

"Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2012."

The parties agree the following language shall replace the original provisions of Article 5: Payment of Fees to Consultant:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$55,000 without written amendment hereto."

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
RICHARD BALDWIN

CONTRACT NO. 10-040-1

**AMENDMENT NO. 1 TO CONTRACT NO. 10-040
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
RICHARD BALDWIN**

THIS AGREEMENT is made and entered into this 2nd day of June 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT," and RICHARD BALDWIN, hereinafter "CONSULTANT."

RECITALS

A. On the 18th day of November 2010, a certain contract hereinafter referred to as Contract No. 10-040, was executed between DISTRICT and CONSULTANT for specialized services of a CONSULTANT to provide source emissions evaluation, assistance in obtaining final permit from the Ventura Air Pollution Control District and address odor complaints regarding landfill/Biosolids operations.

B. DISTRICT and CONSULTANT have agreed that additions to the original scope of work, time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 10-040 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-040, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 2: Term of Contract:

"Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2012."

The parties agree the following language shall replace the original provisions of Article 5: Payment of Fees to Consultant:

"B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$63,500 without written amendment hereto."

635

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
RICHARD BALDWIN

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