



February 11, 2021

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF AN AMENDMENT TO THE SOLID WASTE DISPOSAL CONTRACT WITH THE CITY OF OXNARD (VRSD CONTRACT NO. 00-024, CITY OF OXNARD CONTRACT NO. A-5906) TO EXTEND THE TIME BY 90 DAYS

RECOMMENDATION:

Approve, and authorize the Board Chairperson to sign, the Third Amendment to VRSD Contract No. 00-024 with the City of Oxnard to extend the termination date to May 14, 2021.

FISCAL IMPACT

There is no fiscal impact to this action.

BACKGROUND

On November 14, 2000, VRSD entered into Contract No. 00-024, Agreement for Waste Disposal at Toland Road Landfill, with the City of Oxnard. The contract was amended on October 1, 2013, establishing an expiration date of November 14, 2020.

In anticipation of the expiration of solid waste disposal contracts with VRSD for the Toland Road Landfill and Waste Management, Inc. for the Simi Valley Landfill, the City of Oxnard issued a request for proposals (RFP #ER 20-96) to solicit proposals from local landfills for solid waste disposal.

The City of Oxnard and VRSD extended the contract to allow additional time for the City to consider the two proposals. VRSD approved the amendment extension on October 15, 2020, and it is currently scheduled to expire on February 12, 2021.

The City has requested that the contract be extended for another ninety (90) days. The new expiration date would be May 14, 2021.

Staff recommends approval of the Third Amendment to VRSD Contract No. 00-024, City of Oxnard Agreement No. A-5906. The Third Amendment, the Second Amendment, and the First Amendment, which includes the original agreement, are attached hereto as Attachments 1, 2, and 3, respectively.

This letter and the associated Third Amendment have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me at (805) 658-4600 or via email at ChrisTheisen@vrsd.com.

APPROVED FOR AGENDA



Chris Theisen, General Manager

- Attachments:
1. Third Amendment to Agreement for Waste Disposal at Toland Road Landfill
 2. Second Amendment to Agreement for Waste Disposal at Toland Road Landfill
 3. First Amendment to Agreement for Waste Disposal at Toland Road Landfill

**THIRD AMENDMENT TO AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD
LANDFILL BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND
CITY OF OXNARD**

This Third Amendment (“Third Amendment”) to the Agreement for Waste Disposal at Toland Road Landfill (“Original Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2021, by and between the City of Oxnard, a municipal corporation (“City”), and Ventura Regional Sanitation District (“VRSD”), a special district authorized pursuant to the County Sanitation District Act (California Health & Safety §4700 et seq.) .

RECITALS

WHEREAS, this Third Amendment amends the Agreement entered and dated on November 14, 2000, by City and VRSD, which expires on November 15, 2020 and was also amended on October 1, 2013, by a First Amendment, and was further amended on October 2020 by a second amendment, by City and VRSD; and

WHEREAS, the City issued a request for proposal (RFP #ER 20-96) to solicit proposals from local landfills for solid waste disposal beginning November 15, 2020; and

WHEREAS, the City needs additional time to assess the two (2) qualified proposals, one from VRSD and the other from Waste Management, Inc., for the RFP-based solid waste disposal contract; and

WHEREAS, the City and VRSD acknowledge and agree that the current Agreement’s Term needs to be extended to accommodate the additional time the City needs to assess the two qualified proposals; and

WHEREAS, the City and VRSD acknowledge and agree that this limited time extension of the Term may be accomplished through an amendment to the current solid waste disposal Agreement between them.

NOW, THEREFORE, City and VRSD, based on the above recitals and the terms below, agree to be bound as follows:

1. In Section “1. TERM.,” on page 1 of the Original Agreement, the sentence is deleted and replaced in its entirety with the following:

“The Term of this Agreement shall commence the date first stated above, and shall terminate on May 14, 2021, unless earlier terminated or extended as provided herein.”

2. As so amended, the rest of the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date and year first above written.

CITY OF OXNARD

**VENTURA REGIONAL SANITATION
DISTRICT**

 John C. Zaragoza¹ _____ Date
 Alexander Nguyen, City Manager
 Daniel Willhite, Purchasing Manager
 _____, Buyer

Jim Friedman, _____ Date
Board Chairperson²

ATTEST:

Rose Chaparro, City _____ Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City _____ Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SECOND AMENDMENT TO AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CITY OF OXNARD.

This Second Amendment ("Second Amendment") to the Agreement for Waste Disposal at Toland Road Landfill ("Original Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of October, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura Regional Sanitation District ("VRSD"), a special district authorized pursuant to the County Sanitation District Act (California Health & Safety §4700 et seq.) .

RECITALS

WHEREAS, this Second Amendment amends the Agreement entered and dated on November 14, 2000, by City and VRSD, which expires on November 15, 2020 and was also amended on October 1, 2013, by a First Amendment, by City and VRSD; and

WHEREAS, the City issued a request for proposal (RFP #ER 20-96) to solicit proposals from local landfills for solid waste disposal beginning November 15, 2020; and

WHEREAS, the City needs additional time to assess the two (2) qualified proposals, one from VRSD and the other from Waste Management, Inc., for the RFP-based solid waste disposal contract; and

WHEREAS, the City and VRSD acknowledge and agree that the current Agreement's Term needs to be extended to accommodate the additional time the City needs to assess the two qualified proposals; and

WHEREAS, the City and VRSD acknowledge and agree that this limited time extension of the Term may be accomplished through an amendment to the current solid waste disposal Agreement between them.

NOW, THEREFORE, City and VRSD, based on the above recitals and the terms below, agree to be bound as follows:

1. In Section "1. TERM," on page 1 of the Original Agreement, the sentence is deleted and replaced in its entirety with the following:

"The term of this Agreement shall commence the date first stated above, and shall terminate on February 12, 2021, unless earlier terminated or extended as provided herein."

2. As so amended, the rest of the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

VENTURA REGIONAL SANITATION DISTRICT

Tim Flynn 10/21/20
 Tim Flynn, Mayor¹ Date
 Alexander Nguyen, City Manager
 Daniel Willhite, Purchasing Manager
 _____, Buyer

Bert Perello 10-15-20
Bert Perello, Date
Chairman,
Board of Directors²

ATTEST:

Michelle Ascencion 10/21/20
Michelle Ascencion, City Date
Clerk (only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer 10/19/2020
Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:
• For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
• For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
• For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**FIRST AMENDMENT TO
AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD**

THIS AMENDMENT is made and entered into this 1st day of October 2013, by and between VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District ("VRSD"), and CITY OF OXNARD, a municipal corporation of the State of California ("City").

RECITALS

A. VRSD and City are parties to the Agreement for Waste Disposal at Toland Road Landfill dated November 14, 2000 ("Original Agreement"), attached as Exhibit B to this Amendment.

B. In order to secure an environmentally sound, economical and reliable method of disposal of residual solid waste transported from the Del Norte Regional Recycling and Transfer Station ("Station") and other transfer/recycling facilities within the City and to secure a reliable supply of residual solid waste transported to the Toland Road Landfill ("Landfill"), the parties now desire to amend the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions contained in this Amendment and for other good and valuable consideration, VRSD and City agree as follows:

1. Section 2 of the Original Agreement is deleted in its entirety and amended to state:

2. **CITY SOLID WASTE DELIVERY COMMITMENT.**

(a) **Commitment of Solid Waste.** Effective October 1, 2013, each day that the Landfill and the Station are operating, City shall cause to be delivered to the Landfill, forty-eight percent (48%) of all (up to a maximum of 500 tons per day and a maximum of 270,000 tons per year, unless

VRSD consents to increase either or both daily and annual maximums) residual solid waste transported from the Station, and other transfer/recycling facilities in the City, after processing, load checking and transfer operations for such waste are complete. Each quarter, City shall submit a statement to VRSD which reports the total number of tons (for each day and for the entire quarter) of residual solid waste delivered to all landfills the prior quarter and the total number of tons (for each day and for the entire quarter) delivered to Toland Road Landfill the prior quarter. The parties agree that the 48% commitment will be deemed to be satisfied if the daily and quarterly tons reported are within a fraction of the average truck load weight or are within whatever other standard the parties may mutually agree upon from time to time.

(b) **Trucking.** Deliveries of all residual solid waste shall be made by City or City's Contractor transfer trucks in accordance with the Landfill's Permits, the provisions of Section 10 of the Original Agreement and the additional special trucking provisions set forth in Exhibit A to this Amendment.

(c) **Title to Waste.** City warrants that City has good and sufficient title to all waste delivered under this Agreement. Title to all waste delivered by City to the Landfill under this Agreement shall be conveyed to VRSD upon acceptance by VRSD; provided that all Unacceptable Waste and Hazardous Waste shall remain the property of City.

2. Section 6 of the Original Agreement is deleted in its entirety and amended to state:

6. LANDFILL FEE.

(a) **Landfill Fee.** For residual solid waste delivered to the Landfill and accepted by VRSD, City shall pay a Landfill Fee of twenty-eight dollars and fifty cents (\$28.50) per ton, which shall include all fees and charges in effect as of the date of this Agreement except for the Countywide Integrated Waste Management Plan (CIWMP) disposal fee.

(b) **Landfill Fee Annual Adjustment.** Effective July 1, 2014 and on July 1 of each subsequent year during the term of this Agreement, the Landfill Fee shall be adjusted in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach, California ("CPI") shall have increased or decreased the preceding January to December.

(c) **New or Increased Taxes, Fees and Charges.** The Landfill Fee shall be adjusted from time to time to allow VRSD to recover City's pro rata share of any new or increased fees, assessments or taxes imposed directly on landfill solid waste disposal by any State, Local or Federal government after October 1, 2013 upon sixty day's advance written notice from VRSD and a detailed statement of the basis for and calculation of the proposed adjustment. VRSD shall hold a Board of Director's meeting during the sixty day notice period to consider City's comments regarding the proposed Landfill Fee adjustment and to take final action on the proposed adjustment. If any new or increased fee imposed specifically on the Landfill (and not generally on disposal facilities) results in a Landfill Fee increase greater than 10%, City shall be entitled to cancel this Agreement by providing written notice to VRSD not more than 30 days after VRSD's Board has taken final action to approve the adjustment. City may specify a date of termination not later than 60 days from the date of City's notice.

(d) **Change in Law.** The Landfill Fee shall be adjusted from time to time to allow VRSD to recover City's pro rata share of any increased costs of operation of the Landfill arising from a Change in Law, upon sixty day's advance written notice from VRSD and a detailed statement of the basis for and calculation of the proposed adjustment. VRSD shall hold a Board of Director's meeting during the sixty day notice period to consider City's comments regarding the proposed Landfill Fee adjustment and to take final action on the proposed adjustment. If a Change in Law imposed specifically on the Landfill (and not generally on disposal facilities) results in a Landfill Fee increase greater than 10%, City shall be entitled to cancel this Agreement by providing written notice to VRSD not more than thirty days after VRSD's Board has taken final action to approve the adjustment. City may specify a date of termination not later than 60 days from the date of City's notice.

As used herein, "Change in Law" means the occurrence of any change in law applicable to the performance of this Agreement as follows:

1. The adoption, promulgation, modification, or change in law, regulation, or judicial or administrative interpretation occurring after October 1, 2013 which adoption, promulgation, codification, or change affects the performance of this Agreement; or
2. Any action, resolution, order or judgment of any federal, state or local court, administrative agency or governmental body (other than VRSD) issued after October 1, 2013 if:

(a) such action, resolution, order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and

(b) the party relying thereon, unless excused in writing from so doing by the other party, shall make or have made, or shall cause or have caused to be made reasonable efforts in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party); or

3. Any action, resolution, order or judgment made by a governmental authority or agency having authority over the Landfill after October 1, 2013 that imposes new or different material conditions in connection with the issuance, renewal, or modification of any permit or related agreement required for the development or operation of the Facility.

(e) **Option to Terminate Upon Greater Fee.** For commercially reasonable cause, and subject to the procedural provisions and statement of intent set forth herein, VRSD may adjust the Landfill Fee to charge City a Landfill Fee that is greater than the Landfill Fee specified above provided VRSD shall provide City written notice of such a fee adjustment ninety (90) days before the proposed fee becomes effective. Said notice shall provide a detailed statement of the basis for and the calculation of the proposed adjustment. It is the intent of the parties that this subsection (e) is not to be used as an open ended option to make fee adjustments. Instead, this subsection (e) is to be employed to allow commercially reasonable adjustments necessary to address significant declines in revenue such as might be caused by significant reductions in tonnage delivered to the Landfill or to offset significant increases in expenses such as might be caused by natural phenomenon or unexpected property casualty incidents or other unforeseen operation conditions. VRSD shall hold a Board of Director's meeting during the ninety (90) day notice period to consider City's comments regarding the proposed Landfill Fee adjustment and take final action on the proposed adjustment. City, at its sole discretion, may, within thirty (30) days after receipt of notice of the final approval of the adjustment by the Board of Directors of VRSD, avoid imposition of this fee by terminating this Agreement upon thirty (30) days written notice to VRSD.

(f) **Fees for other Wastes.** Notwithstanding any other provision of this Agreement, City and VRSD may make separate arrangements, agreements or mutually agreed-upon resolutions regarding services and fees

relating to unique materials including, but not limited to, construction debris, agricultural plastic, other hard-to-handle wastes and/or alternative daily cover materials.

3. Section 8(b) of the Original Agreement is deleted in its entirety and section 8(b) shall be left blank.

4. Section 9(b) of the Original Agreement is deleted in its entirety and amended to state:

(b) In the event Landfill is closed during established operating hours for any reason, VRSD shall notify City (including the City's designated dispatcher) by telephone or other mutually agreeable means of said closure as soon as reasonably possible and City shall bear no obligation to deliver waste for the period of such closure and until the site is reopened and VRSD notifies City of the reopening.

(1) In the event City has dispatched any truck(s) from the Station to the Landfill before VRSD notifies City of such closure, then VRSD shall, in the next monthly statement, provide to City a credit in the amount of \$82.95 per rerouted truck to compensate City for the added cost of transporting a rerouted truck to another landfill. This amount shall be adjusted annually by any increase or decrease, in the same proportion, that the CPI shall have increased or decreased just as Landfill Fee adjustments are calculated in Section 6(b) above.

(2) City may deliver residual solid waste, which City would otherwise be obligated to deliver to the Landfill under the commitment made by City under Section 2(a) above, to another landfill between the time VRSD notifies City of a Landfill closure during established operating hours and the time that VRSD notifies City that the Landfill is again open. In that event, City shall present VRSD with documentation of the number of trucks and tons rerouted in a detailed invoice. Within thirty days after receipt of such an invoice, VRSD shall pay to City a Reroute Payment in an amount of \$1.11 per ton of such rerouted waste.

5. Section 9(c) is hereby added to the Original Agreement to state:

(c) Subject to the conditions in its permits restricting operating hours, and other legal constraints, VRSD shall reasonably cooperate with City to receive deliveries at other times, and in particular when necessary because of natural disasters or other special circumstances. The additional cost of such operating hours shall be borne by City. Such additional cost shall be mutually agreed upon by both parties in advance.

6. Section 22(e) of the Original Agreement is deleted in its entirety and amended to state:

(e) **Residual Solid Waste (“residual solid waste”, “Solid Waste” or “Waste”)**. The solid waste delivered in transfer trucks after processing and/or transfer of solid waste has taken place at the Station, or other transfer/recycling facilities in the City. “Other transfer/recycling facilities” shall include manufacturing facilities such as the currently existing paper plant (located at 5936 Perkins Road), that City permits to transfer waste directly to landfills in a manner consistent with the Landfill Permits.

7. Section 23(h) is hereby added to the Original Agreement to state:

(h) **Force Majeure.**

(1) Neither VRSD nor City shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or impracticable for it to perform its obligations due to an “act of God” (including, but not limited to, flood, earthquake or other similar catastrophic events), war, insurrection, riot, acts of any government (including judicial action), condemnation or other taking by a governmental entity, Change in Law, labor unrest (including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by VRSD’s employees or directed at VRSD or third parties) or other similar causes which are not the fault of, and beyond the reasonable control of, the party claiming excuse from performance.

(2) Any interpretation or discontinuance of VRSD’s ability to accept and dispose of residual solid waste caused by one or more of the events described in this section shall not constitute an event of default by VRSD under this Agreement and neither credits nor Reroute Payments will be due under Sections 9(b)(1) or (2) in the event of a Force Majeure.

(3) If either City’s or VRSD’s performance is affected by any such event, it shall give written notice to the other party as soon as it is reasonably practical and further, shall diligently attempt to resolve such condition.

8. Except as provided herein, all other definitions, terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, City and VRSD have executed this Agreement as of the date and year first above written.

CITY OF OXNARD

VENTURA REGIONAL SANITATION DISTRICT

By: Tim Flynn
Tim Flynn, Mayor

By: Kevin Kildee
Kevin Kildee, Chairman
Board of Directors

ATTEST:

ATTEST:

By: Daniel Martinez
Daniel Martinez, City Clerk

By: Josie Guzman
Josie Guzman, CMC
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Stephen M. Fischer
Stephen M. Fischer
Acting City Attorney

ARNOLD, LAROCHELLE, MATHEWS
VANCONAS & ZIRBEL, LLP

By: Mark A. Zirbel
Mark A. Zirbel
District General Counsel

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT

By: Rob Roshanian
Rob Roshanian, Interim Public Works Director

By: Karen R. Burnham
Karen R. Burnham,
Interim City Manager

APPROVED AS TO INSURANCE:

By: James Cameron
James Cameron, Chief Financial Officer

EXHIBIT A

SPECIAL TRUCKING PROVISIONS

In order to comply with Landfill permit conditions, all trucks delivering waste to the Landfill shall comply with the following requirements:

1. Trucks are restricted from making a left turn from eastbound Highway 126 onto Toland Road between 8:00 am to 8:30 am, and then 2:30 pm to 3:00 pm every day that the Santa Clara School is in session.
2. Trucks are restricted from making a left turn onto eastbound Highway 126 from Toland Road between 4:00 pm and 6:00 pm.
3. Trucks shall not use the Sespe Underpass.
4. Any driver that does not comply with the restrictions set forth in Section 10 of the Original Agreement or this Exhibit A may be banned from Landfill.

VRSD CONTRACT NO. 00-024

AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CITY OF OXNARD

THIS AGREEMENT FOR WASTE DISPOSAL AT TOLAND ROAD LANDFILL ("this Agreement") is made and entered into this 14 day of November, 2000, by and between VENTURA REGIONAL SANITATION DISTRICT, a California County Sanitation District (hereinafter referred to as "VRSD"), and CITY OF OXNARD, a municipal corporation of the State of California (hereinafter referred to as "City").

RECITALS

A. VRSD and City are parties to the Golf Course Lease and Landfill Postclosure Maintenance Agreement ("Lease Agreement") executed concurrently herewith. This Agreement is made in partial consideration of the Lease Agreement.

B. VRSD owns and operates the Toland Road Landfill located at the end of Toland Road in Ventura County ("Landfill").

C. City participates in the collection and processing of solid waste generated within its boundaries. City owns and operates or contracts for the operation of the Del Norte Regional Recycling and Transfer Station ("Station").

D. VRSD and City, as participants in the solid waste management system in Ventura County, desire to secure an environmentally sound, economical and reliable method of disposal of residual solid waste generated in the City and transported from the Station and other transfer/recycling facilities within the City and to secure a reliable supply of residual solid waste transported to the Landfill.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, VRSD and City agree as follows:

1. TERM. The term of this Agreement shall commence the date first stated above, and shall terminate in twenty (20) years on November 14, 2020, unless earlier terminated as provided herein.

2. CITY SOLID WASTE DELIVERY COMMITMENT.

(a) Commitment of Solid Waste. City shall cause to be delivered to the Landfill solid waste ("waste") generated in the City and transported from the Station or other transfer/recycling facilities, subject to the tonnage commitments and limitations described below. City shall provide or contract for all labor, equipment and supervision to process, transport and unload the waste at the Landfill in accordance with this Agreement. City, at its discretion, may haul the waste delivered hereunder utilizing City employees and trucks or City may contract out for hauling services.

(b) Annual Minimum Tonnage Commitment. Commencing on the date first stated above, City shall cause to be delivered to the Landfill at least 40,000 tons of waste each twelve (12) month period for the first five (5) years of the term of this Agreement and at least 48,000 tons of waste each 12 month period for the last 15 years of the term of this Agreement.

(c) Maximum Tons Per Day. City shall not deliver more than 200 tons of waste per day to the Landfill, provided that by prior notice by VRSD to City, after request by City, VRSD may, after considering all service commitments, accept additional tonnage from City above 200 tons on any day. Tons accepted after such prior notice shall be counted towards the Annual Minimum Tonnage Commitment, described above at Section 2(b). Tons above 200 tons a day from City accepted by VRSD without such prior notice shall not count towards the Annual Minimum Tonnage Commitment. Tons of acceptable solid waste delivered by City during the established landfill operating hours in an amount of up to 200 tons per day, but not accepted by VRSD, shall count towards the Commitment.

(d) Title to Waste. City warrants that City has good and sufficient title to all waste delivered under this Agreement. Title to all waste delivered by City to the Landfill under this Agreement shall be conveyed to VRSD upon acceptance by VRSD; provided that all Unacceptable Waste and Hazardous Waste shall remain the property of City.

3. VRSD SERVICE COMMITMENT.

(a) Commitment to Accept Solid Waste. VRSD shall accept waste delivered by City hereunder; provided that the Landfill is open and provided that VRSD shall have the right to reject waste delivered by City which does not meet the criteria of waste permitted to be accepted at the Landfill under then-existing laws, regulations, permits, and/or this Agreement.

(b) VRSD Landfill Operation Responsibility. VRSD shall be solely responsible for the processing and disposal of waste delivered to the Landfill in compliance with this Agreement and for the administration and enforcement of all agreements and regulatory requirements for the operation of the Landfill.

4. UNACCEPTABLE AND HAZARDOUS WASTE DELIVERED TO LANDFILL.

(a) **VRSD Refusal Rights.** VRSD shall dispose of all waste delivered to the Landfill by City; provided, however, that VRSD may refuse delivery of (1) any waste delivered in excess of the tonnage limits set forth above, (2) any waste delivered at hours outside the Landfill's established operating hours, (3) any waste that contains Unacceptable Waste in abnormal quantities or Hazardous Waste in any quantities, and (4) any waste delivered when the Landfill has been closed to comply with conditions of its operating permits.

(b) **Screening and Removal of Unacceptable Waste and/or Hazardous Waste.** City shall not knowingly deliver, and shall use all legal means reasonably available in cooperation with VRSD to prevent the delivery of Unacceptable Waste and/or Hazardous Waste to the Landfill. VRSD may inspect all vehicles delivering waste to the Landfill and all waste delivered, before or after unloading, for the presence of Unacceptable Waste and/or Hazardous Waste. VRSD and City shall conduct approved waste load checking programs in compliance with all applicable laws.

(c) **Disposal Responsibility and Costs.** VRSD shall remove, and dispose of, or cause the removal and disposal of, all Unacceptable Waste and Hazardous Waste delivered to the Landfill. City shall pay VRSD, in addition to the Landfill Fee, all costs and expenses incurred by VRSD in connection with its obligations under this section.

5. **PERMIT RESTRICTION.** City shall not deliver and VRSD shall not accept any waste which is not consistent with the terms and conditions of the Landfill Permits.

6. LANDFILL FEES.

(a) **Landfill Fees.** In consideration for VRSD's obligations hereunder, VRSD shall charge City and City shall pay to VRSD Landfill fees. The Landfill fees shall be based on a fee per ton applied to the tonnage of waste City delivers to the Landfill, which fee shall be established by the VRSD Board of Directors, provided that as to the tonnages specified in the Annual Minimum Tonnage Commitment set forth in Section 2(b), the fee shall be the maximum fee set forth below. Notwithstanding any other provision of this Agreement, the per ton Landfill fee charged City shall be no greater than the lowest per ton Landfill fee charged for waste of a similar character disposed of at the Landfill.

(b) **Maximum Fee.** Notwithstanding any other provision of this Agreement, the Landfill fee per ton which City shall be obligated to pay hereunder for the tons delivered up to the amount of the Annual Minimum Tonnage commitment each year under Section 2(b) above, shall not exceed \$19.06 per ton during the period from the date first written above through June 30, 2002. Effective July 1, 2002, and July 1 of each even numbered year thereafter, the amount of said maximum Landfill fee shall be adjusted by each of the following elements:

(1) Any increase or decrease, in the same percentage proportion, that the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for Urban Wage Earners and Clerical Workers, Los Angeles-Long Beach, California shall have increased or decreased from July 1, 2000; and

(2) Any additional cost per ton of responding to or complying with judicial actions or judgments, administrative action, statutory or regulatory requirements and/or modified or adjusted permit conditions imposed after the date of this Agreement, including, but not limited to, attorney and/or expert fees, costs for additional technical or environmental studies, costs of new mitigation and/or monitoring requirements, costs of new operational requirements, costs of new closure or postclosure requirements or financial assurance requirements, and/or costs of any new capital improvements requirements; and

(3) Any cost per ton of any new regulatory fee or tax or additional fees imposed by other governmental agencies after the date of this Agreement.

Pending receipt of the required Consumer Price Index and determination of the actual adjustment, City shall pay an estimated adjusted fee, as reasonably determined by VRSD by reference to the then available Consumer Price Index information. Upon notification of the actual adjustment after publication of the required Consumer Price Index, any overpayment by City shall be credited against the next monthly statement of fees, and any underpayment by City shall be immediately due and payable by City.

In the event the compilation and/or publication of the Consumer Price Index shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the Consumer Price Index shall be used to make such calculation.

In the event VRSD determines, at its sole discretion, to charge City a fee for tonnage delivered under the Annual Minimum Tonnage Commitment that is greater than the maximum fee as described here, then VRSD shall provide City written notice of such fee sixty (60) days before the fee becomes effective and, thereafter, City, at its sole discretion, may avoid imposition of this fee by terminating this Agreement upon thirty (30) days written notice to VRSD. Said termination of this Agreement shall be City's sole remedy in the event VRSD determines to adopt a tip fee for the tons committed at section 2(b) which is greater than the maximum fee described above. Notwithstanding any other provision herein, VRSD may adopt and charge City a higher tip fee for tons delivered in excess of the Annual Minimum Tonnage Commitment, provided the fee is no greater than the lowest per ton fee charged for waste of a similar character disposed of at the Landfill.

(c) Fee For Unique/Hard to Handle Wastes. Notwithstanding any other provision of this Agreement, City and VRSD may make separate agreements as to service and fees relating to unique and/or hard to handle waste or recyclable materials including, but not limited

to green waste, construction debris, agricultural plastic and alternative daily cover. VRSD's General Manager is authorized to execute such contracts on behalf of VRSD subject to established VRSD policy.

(d) Payment Irrespective of Waste Deliveries. The intent of this Agreement is that City shall deliver to the Landfill the specified Annual Minimum Tonnage Commitment of waste generated within the City limits. The further intent is that City shall pay VRSD the Landfill fee for all such specified tons of waste whether or not City delivers such waste to the Landfill except that City shall not be obligated to pay for tons for which City is entitled to receive credit under section 9(b) below. Therefore, City shall pay VRSD the then current Landfill fees as provided hereunder during the term of this Agreement, whether or not City delivers or causes to be delivered any waste to VRSD for disposal at the Landfill. The obligation of City to pay the Landfill fees shall be absolute and unconditional and shall not be subject to delay or diminution by reason of set-off, abatement, counterclaim, existence of a dispute or otherwise. City shall take all such action as may be necessary to provide for the timely payment of the Landfill fees due hereunder. City hereby acknowledges that the services to be provided by VRSD pursuant to this Agreement are of a valuable and unique nature to City and that the Landfill fees to be paid by City to VRSD constitute fair consideration therefor.

7. MEASUREMENT.

The tonnage used to calculate the Landfill fee shall be based on the weight of each loaded truck measured at the weight scales described below minus the certified tare weight for each truck. VRSD shall install, operate, and maintain a scale system at the Landfill. Until VRSD's scales are operational, trucks shall be weighed at the Station or such other certified weigh station as designated by City. Whether VRSD or City is operating or employing the scale, that party shall maintain and make available to the other party the following information: (1) Calendar date; (2) Time of day; (3) Vehicle identification; and (4) Total number of tons of waste delivered to the Landfill and accepted by VRSD. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. City shall establish the tare weight of each truck. City shall allow VRSD to provide a number or device to be inserted in or on each truck that will identify the truck to the weigh master or an automated scanner or to provide such other device or means necessary to identify trucks using an unattended, automated system.

8. PAYMENT OF LANDFILL FEES.

(a) Monthly Statement. On or before the tenth (10th) day following the end of any month for which payments are required to be made under this Agreement, VRSD shall submit to City a bill setting forth the Landfill fees for such prior month based on the number of tons delivered and accepted by VRSD and the price per ton established pursuant to this Agreement. On or before the thirtieth (30th) day following the date of such bill, City shall pay to VRSD the full amount of such Landfill fees.

(b) Annual Statement. On or before the tenth (10th) day following the end of each year during the term of this Agreement, VRSD shall submit to City an Annual Report specifying the total number of tons delivered to the landfill by City during the prior year which are applicable to City's Annual Minimum Tonnage Commitment. In the event City fails to deliver the Annual Minimum Tonnage Commitment in any year, this Annual Statement shall be accompanied by an Annual Statement setting forth the Landfill fees for the prior year due pursuant to Section 6(d) above based on the number of tons calculated by subtracting the applicable tons delivered from the Annual Minimum Tonnage Commitment after taking into account any credit due City under section 9(b). The resulting tons shall be multiplied by the then current Landfill fee (Maximum Fee) to establish the total amount due VRSD. On or before the thirtieth (30th) day following the date of any Annual Statement, City shall pay to VRSD the full amount of such Landfill fees.

(c) Disputes. If City disputes any amount billed by VRSD, City shall provide VRSD with written objection within (twenty) 20 days of the receipt of such bill indicating the amount that is being disputed and providing all reasons then known to City for its objection to or disagreement with such amount. City shall timely pay any part of the billed amount that City does not dispute, and shall not pay the amount in dispute. If City and VRSD are not able to resolve such dispute within twenty (20) working days after City's objection, either party may pursue legal remedies.

9. OPERATING HOURS.

(a) The Landfill's operating days and hours for receiving waste will be established by VRSD Resolution and made available to City. The Landfill shall be open Monday through Friday except for established holidays and closures VRSD determines to be necessary to comply with Landfill Permits or other regulatory requirements.

(b) In the event Landfill is closed for any reason, VRSD shall notify City by telephone or other mutually agreeable means of said closure as soon as reasonably possible and City shall bear no obligation to deliver waste or pay Landfill Fees for the period of such closure and until the site is reopened and VRSD notifies City of the reopening. VRSD shall credit toward City's satisfaction of the Annual Minimum Tonnage Commitment an amount equal to the average tonnage delivered by City to the Landfill on days the Landfill is open, averaged over the preceding month, times the number of days in the month that the Landfill was closed.

10. LANDFILL RULES AND REGULATIONS. City shall provide all labor, equipment and supervision necessary to safely and efficiently dispose of waste from City's vehicles onto the designated disposal area at the Landfill. City recognizes that City will not be the only user of the Landfill and shall not interfere with other landfill disposal operations. City shall obey all instructions either verbal or written provided by VRSD. While at the Landfill, City shall perform its obligations under this Agreement in accordance with the following:

(a) All equipment, including all tractors and trailers shall be maintained and operated in conformance with all laws and regulations governing the use of such equipment on and off the Landfill;

(b) All drivers shall be property trained and licensed;

(c) All waste hauling vehicles shall be covered while on public roads;

(d) All vehicles shall observe all posted speed limit and traffic warning signs on and off the Landfill. Trucks shall drive at safe speeds, use caution driving down hills, and reduce speed to allow for road, weather, traffic and load.

(e) Trucks backing up to unload shall do so slowly and cautiously.

(f) Trucks while in operation shall keep all doors secured.

(g) Drivers and/or helpers shall remain in immediate vicinity of truck.

(h) Trucks shall unload only in areas designated by VRSD personnel.

(i) No salvaging shall be conducted at any time.

(j) Smoking shall be prohibited within the boundaries of the landfill, except within designated smoking areas approved by the Ventura County Fire Department.

(k) Injury or damage to persons or equipment shall be reported to VRSD personnel prior to leaving the site. Any damaged truck shall not be moved prior to reporting.

(l) Consumption of alcoholic beverages or controlled substances shall be prohibited.

11. RANDOM INSPECTION OF WASTE HAULING VEHICLES. VRSD staff, trained in Hazardous Waste identification, shall randomly inspect waste hauling vehicles entering the landfill. Hazardous Waste shall be removed and disposed of in accordance with State regulations. City agrees not to interfere with VRSD staff in the random inspection of waste hauling vehicles, and to provide requested information to assist VRSD staff in the identification of the potential source of Hazardous Waste materials found in waste hauling vehicles carrying City waste.

12. RIGHT OF SITE INSPECTION. VRSD and City covenant and agree to permit the duly authorized representatives of VRSD and City to enter the Landfill and Station, upon notice to the other party, during usual business hours, for the purpose of inspecting the same. All

records of transactions relating to waste delivered to the Landfill, including, but not limited to, documents regarding the source of the waste, calibration of scales, truck maintenance and driver training shall be made available upon request by VRSD or City.

13. **PROTECTION OF PERSONS AND PROPERTY.** City shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its performance under this Agreement. City shall take all reasonable precautions for the safety of, and provide for reasonable protection to prevent damage, injury or loss to, all persons who may be affected by activity related to this Agreement and other property at the Landfill site or adjacent thereto, including roadways, structures and utilities. City shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by City or its contractors or anyone directly or indirectly employed by any of them. City shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

14. **COMPLIANCE WITH LAWS AND ORDINANCES.** City shall keep abreast of all laws, ordinances, regulations, orders and permits which in any manner affect those engaged and employed in activities carried out pursuant to this Agreement or the materials used, or which in any way affect the conduct of operations on or off the Landfill site, including all permit conditions and other requirements relating to the Landfill operation. City at all times shall observe and comply with, and shall cause all of its agents, employees and contractors to observe and comply with, all such existing and future laws, ordinances, regulations, orders and permits, and shall hold harmless, indemnify and defend VRSD and its directors, officers and employees from liability arising from City's failure to comply with such requirements. City shall obtain all licenses and permits required to perform work under this Agreement.

15. **RECORDS AND ACCOUNTS.** VRSD and City shall each, respectively, keep proper books of record and account (separate from all other records and accounts), in which complete and correct entries shall be made of the transactions relating to the Landfill and Station, including records of the quantity, quality and other characteristics of solid waste delivered by City and accepted by VRSD. Such books shall at all reasonable times be subject to the inspection of the authorized representative of either VRSD or City.

16. **INDEMNITY.**

(a) **VRSD.** VRSD agrees to hold City harmless from and to indemnify and defend City against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorneys' fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by City, its employees, agents, representatives and its independent contractors or third parties, due to or arising out of the VRSD's operations upon the Landfill by VRSD, its employees, agents, representatives and independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of City or its employees, agents, representatives or independent contractors.

(b) City. City agrees to hold VRSD harmless from and to indemnify and defend VRSD against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorneys' fees, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, which may be suffered by VRSD, its employees, agents, representatives and its independent contractors or third parties, due to or arising out of City's operations upon or in the vicinity of Station or Landfill or any haul route by City, its employees, agents, representatives and independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of VRSD or its employees, agents, representatives or independent contractors.

(c) Joint Negligence. Notwithstanding the preceding sections, when both VRSD and City or their respective employees, agents, representatives or independent contractors are negligent and such joint negligence causes liabilities, claims, actions, lawsuits, costs, expenses, liens, judgments and demands, including but not limited to claims of damage to property, bodily injury or death, VRSD or City shall be responsible and liable in proportion to the amount of fault attributable to VRSD or City and/or their employees, agents, representatives or independent contractors, and VRSD or City shall bear its own attorney fees.

17. INSURANCE.

(a) Minimum Coverage. City will not commence or continue to perform under this Agreement unless City has provided for insurance coverage or self insurance for any liability, loss, expense or claim which may arise out of or result from City's performance under this Agreement, whether such performance be by City or by any contractor of City or anyone directly or indirectly employed by City or such contractor, or by anyone for whose act City may be liable, with the following limits, which limits shall be adjusted every two years by the increase in the Consumer Price Index as described at Section 6.b.1. above:

(1) General liability insurance, including comprehensive form, premises operation and broad form property damage coverage, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage;

(2) Automobile liability insurance, including comprehensive form including loading and unloading, owned, hired and non-owned coverage, with a limit of not less than Five Million Dollars (\$5,000,000) combined single limit coverage;

(3) Contractual personal injury liability and contractual property damage insurance covering liability assumed under this Agreement, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit coverage; and

(4) Workers' compensation insurance as required by law.

(b) Certificates. Certificates of insurance or self insurance acceptable to VRSD shall be filed with VRSD prior to commencement of any operation or performance under this Agreement. If City provides certificates of insurance, the certificates shall state that VRSD is an insured for coverage in (1), (2) and (3) above, that the insurance afforded shall be primary insurance, and that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to VRSD.

18. SUCCESSORS/ASSIGNMENT.

(a) Binding on Successors. VRSD and City each binds itself and its successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement.

(b) Assignment. This Agreement is made specifically between VRSD and City based on VRSD's unique relationship with City. Neither party shall assign its interest in this Agreement without the written consent of the other party, which other party may grant or arbitrarily deny in the other party's sole discretion.

(c) Remaining Obligation. If City transfers by any means its ownership and/or operation of the Station, City shall remain responsible for payment of the Landfill Fees hereunder and City shall, before any such transfer becomes effective, obtain a written acknowledgment by any transferee that transferee is obligated and bound by all the terms hereof as City's successor hereunder.

(d) Responsibility for Subcontractors. City shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by City and of persons and organizations for whose acts City may be liable to the same extent that City is responsible for the acts and omissions of persons directly employed by City.

19. RELATIONSHIP OF CITY TO VRSD. VRSD and City agree that no employee-employer relationship is intended by this Agreement, the relationship of City to VRSD being that of an independent contractor. VRSD shall not be required to make any payroll deductions or provide workers' compensation insurance coverage or health benefits to City employees or contractors. City is solely responsible for selecting the means, methods and procedures for performing hereunder, and for coordinating all portions of its performance so the results will be satisfactory to VRSD.

20. DEFAULT/REMEDIES.

(a) Default by City. City shall be deemed in default under this Agreement only if City shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such failure to perform is

not cured within sixty (60) days after written notice specifying the nature and extent of such failure has been given to City. Upon City's failure to cure such default, VRSD, at its option, may declare this Agreement terminated effective upon such date as VRSD shall designate.

(b) **Default by VRSD.** VRSD shall be deemed in default under this Agreement only if VRSD shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by VRSD, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of any such failure has been given to VRSD. Upon VRSD's failure to cure such default, City, at its option, may declare this Agreement terminated effective upon such date as City shall designate.

(c) **Termination by City.** City may terminate this Agreement on one year's written notice to VRSD if City determines not to construct a golf course on the Premises, as defined in the Lease Agreement.

(d) **Remedies and Waiver.** Except as otherwise herein expressly provided, all rights and remedies of either VRSD or City shall be cumulative and none shall exclude any other right or remedy allowed by law; the exercise by either VRSD or City of any remedy provided for herein or by law shall not be to the exclusion of any other remedy. Either VRSD's or City's failure to take advantage of any default or breach of covenant on the part of the other party shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between VRSD and City in the course of administering this instrument be construed to waive or lessen the right of either VRSD or City to insist upon the performance by the other of any term, covenant or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same right or any other subsequent breach or default.

21. **ATTORNEYS FEES.** In the event that either VRSD or City shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Agreement, including the payment of Landfill fees, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to telephone calls, photocopying, expert witnesses, travel) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine who is the "prevailing party" whether or not the suit proceeds to final judgment.

22. **DEFINITIONS.**

As used in this Agreement, the following terms have the meanings set forth below:

(a) **Administrative Action.** Petitions, objections, letters of opposition, requests for reconsideration, requests for modification, and other administrative appeals with the County

of Ventura, Regional Water Quality Control Board - Los Angeles Region, Local Enforcement Agency, California Integrated Waste Management Board, State Water Resources Control Board, and/or other public agencies having jurisdiction over the Landfill.

(b) Hazardous Waste. Any waste subject to Article 1, Chapter 11, Division 4.5 (section 66261.3 *et seq.*) of Title 22 of the California Code of Regulations.

(c) Landfill. Toland Road Landfill located at the end of Toland Road in the unincorporated area of Ventura County.

(d) Landfill Permits. Conditional Use Permit No. CUP 3141 Modification #3 approved by the County of Ventura, Waste Discharge Requirements, Order No. 96-053, approved by the Regional Water Quality Control Board - Los Angeles Region, Revised Solid Waste Facility Permit, SWFP #56-AA-0005, approved by the California Integrated Waste Management Board and the County of Ventura Environmental Health Division, acting as the Local Enforcement Agency for the California Integrated Waste Management Board, and all revisions or modifications to said documents and all other regulatory approvals necessary for the operation of the Landfill.

(e) Solid Waste ("Waste"). The solid waste delivered in trucks after processing and/or transfer of solid waste has taken place at the Station or other recycling facilities, including the separation, recovery, volume reduction, or conversion of solid waste and shall include hazardous waste load checking procedures as required by law and the Station's or other facilities' operating permits.

(f) Station. The Del Norte Regional Recycling and Transfer Station located at Del Norte Boulevard and Sturgis Avenue in Oxnard, California.

(g) Unacceptable Waste. Includes the following,

(1) Hazardous wastes and other wastes such as liquid, oils, waxes, tars, soaps, solvents, or readily water-soluble solids, such as salts, borax, lye, caustic, or acids.

(2) Waste containing less than fifty percent (50%) solids.

(3) Materials which are of a toxic nature, such as insecticides, poisons, or radioactive materials.

(4) Infectious materials or hospital or laboratory wastes, except those authorized for disposal to land by official agencies charged with control of plant, animal, and human disease.

(5) Pesticide containers, unless rendered nonhazardous by triple rinsing.

(6) Septic tank or chemical toilet wastes.

23. GENERAL PROVISIONS.

(a) Time. Time is of the essence of this Agreement. Any reference herein to days, unless otherwise defined, shall be interpreted as referring to calendar days.

(b) Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed given two (2) days after being sent by first class mail, addressed to:

VRSD:

Ventura Regional Sanitation VRSD
1001 Partridge Drive, Suite 150
Ventura, California 93003-5562
Attention: General Manager

City:

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: City Manager

or to such other address as either VRSD or City may designate hereinafter in writing delivered to the other party.

(c) Governing Law/Venue. This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpreting this Agreement or any decision or holding concerning this Agreement arises. Venue for any Municipal or Superior Court action relating to this Agreement shall be in Ventura County.

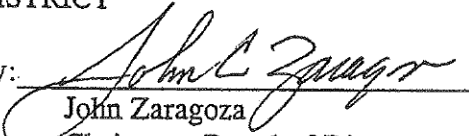
(d) Severability. If any clause, provision, paragraph, section or article of this Agreement shall be ruled invalid by any court of jurisdiction, either VRSD or City shall: (1) promptly meet and negotiate a substitute for such clause, provision, paragraph, section or article which shall, to the greatest extent legally permissible, effect the intent of VRSD and City; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of VRSD or City in the invalid provision. The invalidity of such clause, provision, paragraph, section or article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(e) Prior Understandings and Usage. This Agreement contains the entire agreement between VRSD and City and supersedes all previous written or oral negotiations, commitments, understandings, proposals and writings. That the terms of this Agreement shall not be modified by course of performance, course of dealing, usage or informal arrangements which may occur from time to time over the term of this Agreement or by evidence of additional terms not expressly contained in this Agreement.

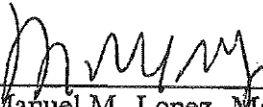
(f) Amendments. No amendments to this Agreement may be made except by a writing signed by VRSD and City.

(g) Execution. VRSD and City have executed this Agreement as of the date first stated above. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by VRSD and City.

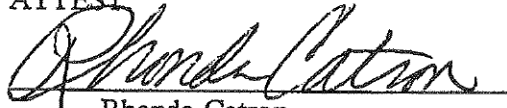
VENTURA REGIONAL SANITATION
DISTRICT

By: 
John Zaragoza
Chairman, Board of Directors


CITY OF OXNARD

By: 
Dr. Manuel M. Lopez, Mayor

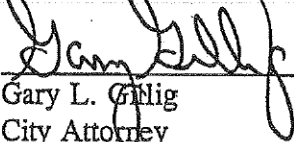
ATTEST:


Rhonda Catron
Clerk of the Board


APPROVED AS TO FORM


Mark A. Zirbel
Arnold, Mathews, Wojkowski & Zirbel, LLP
General Counsel

APPROVED AS TO FORM

 11-17-00
Gary L. Gillig
City Attorney

APPROVED AS TO INSURANCE


Stan Kleinman
Risk Manager