

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 10-025-9**

AMENDMENT NO. 9 TO CONTRACT NO. 10-025

**AGREEMENT FOR SERVICES BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.**

THIS AMENDMENT is made and entered into this 15th day of February 2018, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., (“DISTRICT”) and LOCKHART STAFFING, INC., a California corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On September 2, 2010, DISTRICT and CONTRACTOR entered into VRSD Contract No. 10-025, Agreement for Services (“Agreement”), wherein CONTRACTOR agreed to assist the DISTRICT with securing contract labor services for work related to the operation of the Toland Road municipal solid waste landfill.

B. DISTRICT AND CONTRACTOR acknowledged and agreed to amend the Agreement on the following dates: April 19, 2012 (Amendment No. 10-025-1), October 18, 2012 (Amendment No. 10-025-2), June 20, 2013 (Amendment No. 10-025-3), June 19, 2014 (Amendment No. 10-025-4) June 18, 2015 (Amendment No. 10-025-5), July 7, 2016 (Amendment No. 10-025-6), June 29, 2017 (Amendment No. 10-025-7), and September 21, 2017 (Amendment No. 19-025-8).

C. Pursuant to Section 302(6) of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling emergency operation conditions related to the recent December 2017 Thomas Fire warrant utilizing a negotiated procurement process for securing a total compensation increase to enable DISTRICT to respond to Thomas Fire-related disaster conditions and recovery efforts requiring greater-than-anticipated use of temporary labor services, and that this can be accomplished by amending Contract 10-025 accordingly for DISTRICT Board of Director review and approval.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 14: TERMS of the Agreement governing the amendment of the Agreement, as follows:

1. The parties acknowledge and agree that total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR’s services described herein shall be increased by \$100,000 from \$2,128,258.42 to \$2,228,258.42 and shall not exceed a total compensation amount of \$2,228,258.42 without written amendment hereto.

2. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 10-025, as amended) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
JAMES MONAHAN
Chairman of the Board

LOCKHART STAFFING, INC.

By *Dennis McMurray*
DENNIS MCMURRAY
Vice President

ATTEST

By _____
JULIET RODRIGUEZ
Clerk of the Board

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

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT 1

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 10-025-8

AMENDMENT NO. 8 TO CONTRACT NO. 10-025

AGREEMENT FOR SERVICES BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.

RECEIVED

2017 SEP 27 PM 2:58

VENTURA REGIONAL
SANITATION DISTRICT

THIS AMENDMENT is made and entered into this 21st day of September 2017, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and LOCKHART STAFFING, INC., a California corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On September 2, 2010, DISTRICT and CONTRACTOR entered into VRSD Contract No. 10-025, Agreement for Services ("Agreement"), wherein CONTRACTOR agreed to assist the DISTRICT with securing contract labor services for work related to the operation of the Toland Road municipal solid waste landfill.

B. DISTRICT AND CONTRACTOR acknowledged and agreed to amend the Agreement on the following dates: April 19, 2012 (Amendment No. 10-025-1), October 18, 2012 (Amendment No. 10-025-2), June 20, 2013 (Amendment No. 10-025-3), June 19, 2014 (Amendment No. 10-025-4) June 18, 2015 (Amendment No. 10-025-5), July 7, 2016 (Amendment No. 10-025-6), and June 29, 2017 (Amendment No. 10-025-7).

C. Pursuant to Section 302(6) of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling economic and administrative conditions warrant utilizing a negotiated procurement process for securing a time extension and total compensation increase to allow DISTRICT additional time to complete a competitive bid process for the needed contract labor services, and that this can be accomplished by amending Contract 10-025 accordingly for DISTRICT Board of Director review and approval.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 14: TERMS of the Agreement governing the amendment of the Agreement, as follows:

1. The Parties acknowledge and agree that the following language shall replace the original provisions of Article 1: TERM of contract, as previously amended:

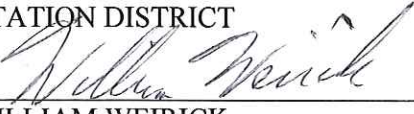
"The term of this Agreement shall commence on October 3, 2010 and expire on December 31, 2017."

2. The parties acknowledge and agree that total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall be increased by \$150,000 and shall not exceed a total compensation amount of \$2,128,258.42 without written amendment hereto."

3. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 10-025 with exhibits, as amended) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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

VENTURA REGIONAL
SANITATION DISTRICT

By 
WILLIAM WEIRICK
Chairman of the Board

LOCKHART STAFFING, INC.

By 
DENNIS MCMURRAY
Vice President

ATTEST

By 
JULIET RODRIGUEZ
Clerk of the Board

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

By 
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By 
CHRIS THEISEN
General Manager

EXHIBIT 1

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 10-025-7

AMENDMENT NO. 7 TO CONTRACT NO. 10-025

AGREEMENT FOR SERVICES BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND LOCKHART STAFFING, INC.

THIS AMENDMENT is made and entered into this 29th day of June 2017, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and LOCKHART STAFFING, INC., a California corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On September 2, 2010, DISTRICT and CONTRACTOR entered into VRSD Contract No. 10-025, Agreement for Services ("Agreement"), wherein CONTRACTOR agreed to assist the DISTRICT with securing contract labor services for work related to the operation of the Toland Road municipal solid waste landfill.

B. DISTRICT AND CONTRACTOR acknowledged and agreed to amend the Agreement on the following dates: April 19, 2012 (Amendment No. 10-025-1), October 18, 2012 (Amendment No. 10-025-2), June 20, 2013 (Amendment No. 10-025-3), June 19, 2014 (Amendment No. 10-025-4) June 18, 2015 (Amendment No. 10-025-5), and July 7, 2016 (Amendment No. 10-025-6).

C. Pursuant to Section 302(6) of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling economic and administrative conditions warrant utilizing a negotiated procurement process for securing a time extension and total compensation increase to allow DISTRICT sufficient time to complete a competitive bid process for the needed contract labor services, and that this can be accomplished by amending Contract 10-025 accordingly for DISTRICT Board of Director review and approval.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 14: TERMS of the Agreement governing the amendment of the Agreement, as follows:

1. The Parties acknowledge and agree that the following language shall replace the original provisions of Article 1: TERM of contract, as previously amended:


"The term of this Agreement shall commence on October 3, 2010 and expire on September 30, 2017."

2. The parties acknowledge and agree that total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall be increased by \$150,000 and shall not exceed a total compensation amount of \$1,978,258.42 without written amendment hereto."

3. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 10-025 with exhibits, as amended) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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

VENTURA REGIONAL
SANITATION DISTRICT

By 
WILLIAM WEIRICK
Chairman of the Board

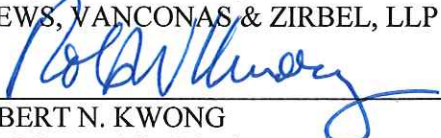
LOCKHART STAFFING, INC.

By 
DENNIS MCMURRAY
Vice President

ATTEST

By 
LISA MCKINLEY
Acting Clerk of the Board

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

By 
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION


By 
CHRIS THEISEN
General Manager

EXHIBIT 1

CONTRACT NO. 10-025-6

AMENDMENT NO. 6 TO CONTRACT NO. 10-025

AGREEMENT FOR SERVICES BETWEEN

VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.

THIS AMENDMENT is made and entered into this 7th day of July 2016, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and LOCKHART STAFFING, INC., a California corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On September 2, 2010, DISTRICT and CONTRACTOR entered into VRSD Contract No. 10-025, Agreement for Services ("Agreement"), wherein CONTRACTOR agreed to assist the DISTRICT with securing contract labor services for work related to the operation of the Toland Road municipal solid waste landfill.

B. DISTRICT AND CONTRACTOR acknowledged and agreed to amend the Agreement on the following dates: April 19, 2012 (Amendment No. 10-025-1), October 18, 2012 (Amendment No. 10-025-2), June 20, 2013 (Amendment No. 10-025-3), June 19, 2014 (Amendment No. 10-025-4) and June 18, 2015 (Amendment No. 10-025-5).

C. Pursuant to Section 302(6) of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling economic and administrative conditions warrant utilizing a negotiated procurement process for securing a time extension and total compensation increase based on the service previously rendered by CONTRACTOR who has gained and exhibited unique experience and expertise in relation to DISTRICT's landfill operational needs and requirements, and that this can be accomplished by amending Contract 10-025 accordingly for DISTRICT Board of Director review and approval.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 14: TERMS of the Agreement governing the amendment of the Agreement, as follows:

1. The Parties acknowledge and agree that the following language shall replace the original provisions of Article 1: TERM of contract, as previously amended:

"The term of this Agreement shall commence on October 3, 2010 and expire on June 30, 2017. This Agreement may be extended for additional one-year periods to a total of five years at DISTRICT's sole option."

2. The parties acknowledge and agree that total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall be increased by \$485,100 and shall not exceed a total compensation amount of \$1,828,258.42 without written amendment hereto."

3. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 10-025 with exhibits, as

amended) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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

VENTURA REGIONAL
SANITATION DISTRICT

By Bert E Perello
BERT PERELLO
Chairman of the Board

LOCKHART STAFFING, INC.

By Dennis McMurray
DENNIS MCMURRAY
Vice President

ATTEST

By Michelle Ascencion
MICHELLE ASCENCION, CMC
Clerk of the Board

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

By Robert N. Kwong
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By Chris Theisen
CHRIS THEISEN
General Manager

CONTRACT NO. 10-025-5

AMENDMENT NO. 5 TO CONTRACT NO. 10-025

**VENTURA REGIONAL
AGREEMENT FOR SERVICES
BETWEEN**

**VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.**

THIS AGREEMENT is made and entered into on this 18th day of June 2015, 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 LOCKHART STAFFING, a California corporation, hereinafter "CONTRACTOR".

RECITALS

- A. On the 2nd day of September 2010, a certain contract, hereinafter referred to as Contract No. 10-025, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- B. On the 19th day of April 2012, a certain contract, hereinafter referred to as Contract No. 10-025-1, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- C. On the 18th day of October 2012, a certain contract, hereinafter referred to as Contract No. 10-025-2, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- D. On the 20th day of June 2013, a certain contract, hereinafter referred to as Contract No. 10-025-3, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- E. On the 19th day of June 2014, a certain contract, hereinafter referred to as Contract No. 10-025-4, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- F. Pursuant to Section 302 of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling economic and administrative considerations warrant utilizing of negotiated procurement for additional extension of time and increase in compensation based on the service previously rendered by CONTRACTOR who has gained and exhibited unique experience and expertise in relation to DISTRICT's operational requirements.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-025, 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 commence on October 3, 2010 and expire on June 30, 2016. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option."

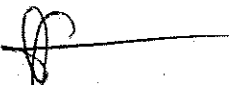
The parties agree the following language shall replace the original provisions of Article 7, Payment to Contractor:

"In consideration of CONTRACTOR's services as described herein and evidenced by CONTRACTOR time sheets duly approved by DISTRICT's representative, DISTRICT shall pay CONTRACTOR fees for its services at the rates established in Exhibit "A". On or prior to the tenth day of each calendar month after actual services are started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include this contract number; the name of the DISTRICT employee requesting services; name and job classification of each person performing work; date, location and number of hours worked; and billing rate. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any appropriate adjustments. Such approvals shall not be unreasonably withheld. DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT. DISTRICT shall pay CONTRACTOR for all approved work within 30 days of agreement on the invoice amount. In the event of a good faith disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting there from all previous payments made under the terms of the Agreement. The amount of this Agreement shall be increased by \$200,000.00 and shall not exceed \$1,343,158.42 without written amendment hereto."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT

LOCKHART STAFFING, INC.

By 


RICK NEAL, Chairman
Board of Directors

By 

DENNIS MCMURRAY, Vice President

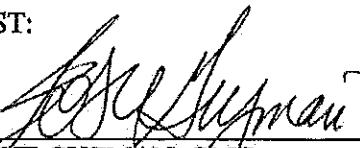
APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS, & ZIRBEL, LLP

By 

MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By 

JOSIE GUZMAN, CMC
Clerk of the Board

INTERNAL USE ONLY
Principal Analyst _____
Finance Manager _____
Director of Finance 7/10 _____
Fiscal Technician _____

CONTRACT NO. 10-025-4
AMENDMENT NO. 4 TO CONTRACT NO. 10-025

AGREEMENT FOR SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.

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2014 JUN 26 AM 10:48
VENTURA REGIONAL
SANITATION DISTRICT

THIS AGREEMENT is made and entered into on this 19th day of June 2014, 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 LOCKHART STAFFING, a California corporation, hereinafter "CONTRACTOR".

RECITALS

A. On the 2nd day of September 2010, a certain contract, hereinafter referred to as Contract No. 10-025, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.

B. On the 19th day of April 2012, a certain contract, hereinafter referred to as Contract No. 10-025-1, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.

C. On the 18th day of October 2012, a certain contract, hereinafter referred to as Contract No. 10-025-2, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.

D. On the 20th day of June 2013, a certain contract, hereinafter referred to as Contract No. 10-025-3, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.

E. Pursuant to Section 302 of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling economic and administrative considerations warrant utilizing of negotiated procurement for additional extension of time and increase in compensation based on the service previously rendered by CONTRACTOR who has gained and exhibited unique experience and expertise in relation to DISTRICT's operational requirements.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-025, 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 commence on October 3, 2010 and expire on June 30, 2015. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option."

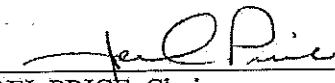
The parties agree the following language shall replace the original provisions of Article 7, Payment to Contractor:

"In consideration of CONTRACTOR's services as described herein and evidenced by CONTRACTOR time sheets duly approved by DISTRICT's representative, DISTRICT shall pay CONTRACTOR fees for its services at the rates established in Exhibit "A". On or prior to the tenth day of each calendar month after actual services are started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include this contract number; the name of the DISTRICT employee requesting services; name and job classification of each person performing work; date, location and number of hours worked; and billing rate. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any appropriate adjustments. Such approvals shall not be unreasonably withheld. DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT. DISTRICT shall pay CONTRACTOR for all approved work within 30 days of agreement on the invoice amount. In the event of a good faith disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting there from all previous payments made under the terms of the Agreement. The amount of this Agreement shall be increased by \$200,000.00 and shall not exceed \$1,143,158.42 without written amendment hereto."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT


LOCKHART STAFFING, INC.

By 
JOEL PRICE, Chairman
Board of Directors

By 
DENNIS MCMURRAY, Vice President

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS, & ZIRBEL, LLP

By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By 
JOSIE GUZMAN, CMC
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance _____

Fiscal Technician _____

**CONTRACT NO. 10-025-3
AMENDMENT NO. 3 TO CONTRACT NO. 10-025**

**AGREEMENT FOR SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.**

RECEIVED
2013 JUN 26 PM 1:33
VENTURA REGIONAL
SANITATION DISTRICT

THIS AGREEMENT is made and entered into on this 20th day of June 2013, 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 LOCKHART STAFFING, a California corporation, hereinafter "CONTRACTOR".

RECITALS

- A. On the 2nd day of September 2010, a certain contract, hereinafter referred to as Contract No. 10-025, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- B. On the 19th day of April 2012, a certain contract, hereinafter referred to as Contract No. 10-025-1, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- C. On the 18th day of October 2012, a certain contract, hereinafter referred to as Contract No. 10-025-2, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- D. Pursuant to Section 302 of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling economic and administrative considerations warrant utilizing of negotiated procurement for additional extension of time and increase in compensation based on the service previously rendered by CONTRACTOR who has gained and exhibited unique experience and expertise in relation to DISTRICT's operational requirements.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-025, 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 commence on October 3, 2010 and expire on June 30, 2014. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option."

The parties agree the following language shall replace the original provisions of Article 7, Payment to Contractor:

"In consideration of CONTRACTOR's services as described herein and evidenced by CONTRACTOR time sheets duly approved by DISTRICT's representative, DISTRICT shall pay CONTRACTOR fees for its services at the rates established in Exhibit "A". On or prior to the tenth day of each calendar month after actual services are started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall

include this contract number; the name of the DISTRICT employee requesting services; name and job classification of each person performing work; date, location and number of hours worked; and billing rate. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any appropriate adjustments. Such approvals shall not be unreasonably withheld. DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT. DISTRICT shall pay CONTRACTOR for all approved work within 30 days of agreement on the invoice amount. In the event of a good faith disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting there from all previous payments made under the terms of the Agreement. The amount of this Agreement shall be increased by \$200,000.00 and shall not exceed \$943,158.42 without written amendment hereto."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT

LOCKHART STAFFING, INC.

By Kevin Kildee
KEVIN KILDEE, Chairman
Board of Directors

By Dennis McMurray
DENNIS MCMURRAY, Vice President

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS, & ZIRBEL, LLP

By Mark A. Zirbel
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By Josie Guzman
JOSIE GUZMAN, CMC
Clerk of the Board

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance T.D.

Fiscal Technician _____

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CONTRACT NO. 10-025-2

AMENDMENT NO. 2 TO CONTRACT NO. 10-025

VENTURA REGIONAL
SANITATION DISTRICT

AGREEMENT FOR SERVICES

BETWEEN

VENTURA REGIONAL SANITATION DISTRICT

AND

LOCKHART STAFFING, INC.

THIS AGREEMENT is made and entered into on this 18th day of October 2012, 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 LOCKHART STAFFING, a California corporation, hereinafter "CONTRACTOR".

RECITALS

- A. On the 2nd day of September 2010, a certain contract, hereinafter referred to as Contract No. 10-025, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- B. On the 19th day of April 2012, a certain contract, hereinafter referred to as Contract No. 10-025-1, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor services.
- C. Pursuant to Section 302 of VRSD Resolution No. 89-13, the DISTRICT has determined that compelling economic and administrative considerations warrant utilizing of negotiated procurement for additional extension of time and increase in compensation based on the service previously rendered by CONTRACTOR who has gained and exhibited unique experience and expertise in relation to DISTRICT's operational requirements.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-025, 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 7, Payment to Contractor:

"In consideration of CONTRACTOR's services as described herein and evidenced by CONTRACTOR time sheets duly approved by DISTRICT's representative, DISTRICT shall pay CONTRACTOR fees for its services at the rates established in Exhibit "A". On or prior to the tenth day of each calendar month after actual services are started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include this contract number; the name of the DISTRICT employee requesting services; name and job classification of each person performing work; date, location and number of hours worked; and billing rate. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any appropriate adjustments. Such approvals shall not be unreasonably withheld. DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT. DISTRICT shall pay CONTRACTOR for all approved work within 30 days of agreement on the invoice amount. In the event of a good faith disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the

disagreements, payment of the approved amount shall be made within 30 days after deducting there from all previous payments made under the terms of the Agreement. The amount of this Agreement shall be increased by \$200,000.00 and shall not exceed \$743,158.42 without written amendment hereto."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT


LOCKHART STAFFING, INC.

By 
JONATHAN SHARKEY, Chairman
Board of Directors

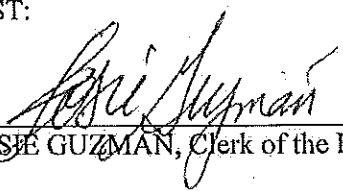
By 
DENNIS MCMURRAY, Vice President

APPROVED AS TO FORM:

ARNOLD, LaROCHELLE, MATHEWS,
VANCONAS, & ZIRBEL, LLP

By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By 
JOSE GUZMAN, Clerk of the Board

Linda Moyer

From: Linda Moyer
Sent: Wednesday, August 17, 2011 9:09 AM
To: Sally Coleman
Cc: Richard Jones
Subject: Lockhart Staffing Contract 10-025
Attachments: Signed Contract 10-025 Complete.pdf

Yesterday we discussed amending the Lockhart contract (10-025) to include additional services as outlined below.

Laborer for WWW services @ \$18.48/hr reg and \$27.72/hr overtime

Toland Landfill water truck operator @ \$27.83/hr reg and \$41.75/hr overtime

Toland Landfill bird control service @ \$23.64/hr reg

WWW services were not included in the original contract that expires 06/30/2012. There is currently \$186K remaining on the contract. If SW continues utilizing Lockhart at the rate of \$16,000 per month, you will need to increase the contract by \$10K for SW services alone. If WWW continues to utilize Lockhart staffing at the rate of \$6,500 per month, than you will need to increase the contract by \$80K for WWW services.

To summarize, if VRSD continues to utilize Lockhart at the current staffing levels, I recommend increasing the current contract by \$100K (to include a \$10K buffer). I also recommend incorporating the rates noted above into the amendment. I attached the current contract for your review.

*Linda Moyer
 Fiscal Technician
 Ventura Regional Sanitation District
 805 658-4622*

RECEIVED

2012 APR 23 PM 3:51 AMENDMENT NO. 1 TO CONTRACT NO. 10-025

VENTURA REGIONAL
SANITATION DISTRICT

AGREEMENT FOR SERVICES
BETWEEN

VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.

THIS AGREEMENT is made and entered into on this 19th day of April 2012, 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 LOCKHART STAFFING, a California corporation, hereinafter "CONTRACTOR".

RECITALS

- A. On the 2nd day of September 2010, a certain contract, hereinafter referred to as Contract No. 10-025, was executed between DISTRICT and CONTRACTOR to assist the DISTRICT with contract labor 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. 10-025 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 10-025, 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 commence on October 3, 2010 and expire on June 30, 2013. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option."

The parties agree the following language shall replace the original provisions of Article 7, Payment to Contractor:

"In consideration of CONTRACTOR's services as described herein and evidenced by CONTRACTOR time sheets duly approved by DISTRICT's representative, DISTRICT shall pay CONTRACTOR fees for its services at the rates established in Exhibit "A". On or prior to the tenth day of each calendar month after actual services are started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include this contract number; the name of the DISTRICT employee requesting services; name and job classification of each person performing work; date, location and number of hours worked; and billing rate. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any appropriate adjustments. Such approvals shall not be unreasonably withheld. DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT. DISTRICT shall pay CONTRACTOR for all approved work within 30 days of agreement on the invoice amount. In the event of a good faith disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting there from all

previous payments made under the terms of the Agreement. The amount of this Agreement shall be increased by \$200,000.00 and shall not exceed \$543,158.42 without written amendment hereto."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

VENTURA REGIONAL SANITATION DISTRICT

LOCKHART STAFFING, INC.

By *Jonathan Sharkey*
JONATHAN SHARKEY, Chairman
Board of Directors

By *Dennis M. Murray*
DENNIS MCMURRAY, Vice President

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

By *Mark A. Zirbel*
MARK A. ZIRBEL
Legal Counsel for DISTRICT

ATTEST:

By *Josie Guzman*
JOSIE GUZMAN, Clerk of the Board

CONTRACT NO. 10-025

**AGREEMENT FOR SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
LOCKHART STAFFING, INC.**

THIS AGREEMENT is made and entered into on this 2nd day of September 2010 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 LOCKHART STAFFING, a California corporation, hereinafter "CONTRACTOR".

RECITALS

- A. DISTRICT has a need to engage the services of CONTRACTOR to assist the DISTRICT with contract labor services.
- B. CONTRACTOR represents it possesses the necessary skills, experience, and employee base to provide the requested services and is willing to contract with DISTRICT.
- C. The parties enter into this Agreement to set forth their respective rights and obligations.
- D. On August 24, 2010, DISTRICT invited bids for contract labor services.
- E. Pursuant to said invitation, CONTRACTOR submitted a bid which was accepted by DISTRICT for said project by District Board action on September 2nd, 2010.

AGREEMENT

ARTICLE 1: TERM

The term of this Agreement shall commence on October 3, 2010 and expire on June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option.

ARTICLE 2: CONTRACTOR'S OBLIGATIONS

- A. CONTRACTOR shall provide the services described in Exhibit A.
- B. CONTRACTOR shall designate a representative who shall be familiar with the terms and conditions of this Agreement and represent CONTRACTOR and be its primary contact and agent in all transactions with DISTRICT during this Agreement. CONTRACTOR's representative shall be Dennis McMurray. In the event Dennis McMurray becomes unavailable, CONTRACTOR shall immediately designate another representative satisfactory to DISTRICT. CONTRACTOR shall use commercially reasonable efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to DISTRICT's needs.

C. LABOR REQUIREMENTS

CONTRACTOR shall determine the contents of all applicable ordinances, laws, rules and regulations and

strictly comply with their provisions throughout the performance of any services related to the Contract. These laws include, but are not limited to, the following:

- a. Prevailing Wages. CONTRACTOR is reminded they must comply with the provisions of the California Labor Code pertaining to the payment of prevailing wage rates (Labor Code §1770 et seq.). Pursuant to Labor Code §1773.2, a copy of the prevailing per diem rates of wages in Ventura County is on file with the District Clerk of the Board. A copy of these rates of wages will be made available upon request. In case any DISTRICT requirement conflicts with prevailing wage regulations, prevailing wage regulations shall govern.
- b. CONTRACTOR shall comply with all provisions of California Labor Code §1776 regarding the keeping of payroll records and shall be responsible for all requirements as referenced therein, which includes maintaining and making available for inspection payroll records. CONTRACTOR shall provide copies of such records to DISTRICT upon request.
- c. Workers' Compensation. In accordance with provisions of California Labor Code Section 3700, CONTRACTOR shall secure the payment of worker's compensation to its employees. CONTRACTOR shall sign and file with District a certification of compliance with this law prior to performing any services under the contract.
- d. Labor Discrimination and Unlawful Employment Practices. Attention is directed to Section 1735 of the California Labor Code, which states:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the California Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for violation of this chapter.”

- e. Hours of Labor. CONTRACTOR shall not permit workers to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.

Attention is also directed to California Government Code Section 12900 et. Seq. which, enumerates unlawful employment practices applicable to all employers within the State of California.

D. CONTRACTOR complies with the Immigration Reform and Control Act of 1986, and as a general practice, verifies employees' eligibility to work in the United States in accordance with applicable law by review of each Employment Eligibility Verification Form (I-9).

E. CONTRACTOR agrees to ensure its employees understand they remain CONTRACTOR employees while assigned to perform services for DISTRICT, and do not accrue any “DISTRICT employee” rights or benefits as a result of such services assignment, regardless of its duration.

F. CONTRACTOR's employee shall arrive at DISTRICT work site in proper attire, ready and able to perform duties specific to the job classification. Unless otherwise specified herein, individual equipment such as safety shoes and safety glasses, work gloves, safety vests, tools and other personal protective equipment (PPE), as required, shall be provided by CONTRACTOR or CONTRACTOR's employee. DISTRICT shall not incur any cost associated with the provision of individual equipment, nor shall DISTRICT be required to provide any individual equipment to CONTRACTOR's employee, except as hereinafter provided.

G. CONTRACTOR agrees it will not engage in, nor permit such subcontractors as it may employ to engage in, harassment of any kind; discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, disability, sexual orientation, marital status, religion or other category protected by law; or retaliation against persons who report such activities.

ARTICLE 3: DISTRICT'S OBLIGATIONS

A. If worker provided by CONTRACTOR is not acceptable to DISTRICT for any reason, DISTRICT shall notify CONTRACTOR. Upon such notification, CONTRACTOR shall immediately provide DISTRICT with an acceptable replacement. CONTRACTOR agrees DISTRICT shall not be billed for unacceptable work when such notification is timely given.

B. DISTRICT shall endeavor to supply a safe and suitable workplace for CONTRACTOR's employees by providing site-specific job training when necessary and complying with all applicable federal and state occupational safety and health laws and regulations.

C. DISTRICT shall pay CONTRACTOR a 2-hour minimum for showup without work, a 4-hour minimum for showup with work. If DISTRICT contacts CONTRACTOR and cancels days work, for weather or otherwise, 2 hours or more before scheduled start of work, there will be no charge for the day.

ARTICLE 4: SUBCONTRACTOR'S OBLIGATIONS

Any and all subcontractors as may be employed by CONTRACTOR shall comply with the same provisions as specified for CONTRACTOR and CONTRACTOR's employees in this Agreement. Contractor shall not subcontract any work without District approval.

ARTICLE 5: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employer/employee relationship is intended by this Agreement, the relationship of CONTRACTOR and CONTRACTOR's employees to DISTRICT being that of independent contractors. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health, retirement or other "DISTRICT employee" benefits to CONTRACTOR or CONTRACTOR's employees or subcontractors.

B. All DISTRICT contact with CONTRACTOR's employees concerning work assignments, with the exception of actual on-the-job communications, shall be coordinated through CONTRACTOR.

C. CONTRACTOR pursuant to this Agreement is rendering services only and any payments made to it are compensation solely for such services as it may render.

ARTICLE 6: DISTRICT EMPLOYEE RECRUITMENT

A. As a public agency, DISTRICT conducts formal competitive recruitment processes to fill vacant positions. Selection is based on a combination of testing and/or formal interview panel recommendations. This process does not allow CONTRACTOR employees to become DISTRICT employees through "temp-to-perm" assignments. As such, it is agreed by the parties that, should an CONTRACTOR employee or subcontractor submit an application for a vacant position with the DISTRICT and be selected for the position as a result of DISTRICT's competitive recruitment process, DISTRICT will not be liable to CONTRACTOR for any conversion fees associated with DISTRICT employing the successful candidate, regardless of the length of time the CONTRACTOR employee has been provided the DISTRICT under this Agreement.

B. CONTRACTOR's personnel are not eligible to apply for DISTRICT "in-house" recruitments. These are open only to DISTRICT employees holding probationary or regular status.

ARTICLE 7: PAYMENT TO CONTRACTOR

In consideration of CONTRACTOR's services as described herein and evidenced by CONTRACTOR time sheets duly approved by DISTRICT's representative, DISTRICT shall pay CONTRACTOR fees for its services at the rates established in Exhibit "A". On or prior to the tenth day of each calendar month after actual services are started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. Such invoice shall include this contract number; the name of the DISTRICT employee requesting services; name and job classification of each person performing work; date, location and number of hours worked; and billing rate. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any appropriate adjustments. Such approvals shall not be unreasonably withheld. DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT. DISTRICT shall pay CONTRACTOR for all approved work within 30 days of agreement on the invoice amount. In the event of a good faith disagreement with CONTRACTOR on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting there from all previous payments made under the terms of the Agreement. The amount of this Agreement shall not exceed \$343,158.42.

ARTICLE 8: TERMINATION OF CONTRACT

All services shall be provided in a diligent and professional manner. CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR's services at any time with or without cause. Any termination shall be provided by DISTRICT in writing.

ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT, and its officials, officers, employees, representatives and agents, from and against any and all third party lawsuits, proceedings, actions, demands, liability, damages, costs, losses, claims and expenses of any nature or kind, including reasonable attorneys fees, however caused, resulting directly or indirectly from or connected with, CONTRACTOR's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), regardless of the active or passive negligence of DISTRICT, except where such lawsuits, proceedings, actions, demands, liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 10: INSURANCE

To protect each of the parties against liability, loss or expense arising out of, in connection with, or resulting from contractor's performance under this agreement, CONTRACTOR and any subcontractor shall provide and keep in effect during the term of this Agreement insurance as follows. CONTRACTOR shall supply a copy of the insurance policy to DISTRICT upon DISTRICT's request.

A. Workers' Compensation, Unemployment and Employer's Liability policies in accordance with applicable laws.

B. Comprehensive Commercial Liability policies with combined single limit coverage of \$1,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificate shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR's insurance shall be primary; and (3) such insurance shall not be terminated or canceled without 30 days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that 10 days' written notice shall be acceptable in the case of cancellation for nonpayment. The cost of all such insurance provided shall be borne by CONTRACTOR.

ARTICLE 11: NOTICES

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by first class, registered or certified mail addressed as follows:

To CONTRACTOR: Dennis McMurray, Vice President
Lockhart Staffing, Inc.
1547 Los Angeles Ave Suite #109
Ventura, CA 93004

To DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

ARTICLE 12: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 13: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 14: TERMS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

ARTICLE 15: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

ARTICLE 16: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 17: ASSIGNMENT

Neither party shall assign, transfer, convey or otherwise dispose of its interest in this Agreement without the written consent of the other.


ARTICLE 18: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONTRACTOR do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

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

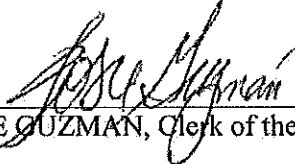
VENTURA REGIONAL SANITATION DISTRICT

By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By 
CHARLOTTE CRAVEN, Chairman
Board of Directors

ATTEST:

LOCKHART STAFFING

By 
JOSE GUZMAN, Clerk of the Board

By 
DENNIS MCMURRAY, Vice President

INTERNAL USE ONLY

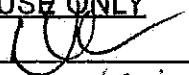
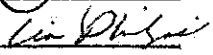

Principal Analyst 
Finance Manager  8/25/10
Director of Finance 
Fiscal Technician _____

Exhibit A – Recurring Janitorial Services

Personnel:

- Contractor shall provide one supervisor and three laborers to complete services on a routine basis when landfill is open. The supervisor shall be a working supervisor, not only oversight.
- Contractor's hours shall be 8 a.m. to 5 p.m. with one hour lunch.
- The District may request increase in personnel requiring the Contractor to respond within 1 day of first being notified with the additional labor. Contractors' additional contingent of labor may be extended on a week-by-week basis depending on the severity and longevity of the weather event(s) or other District needs.
- Additionally, there are approximately 10-20 Saturdays annually the landfill will be open to cover weekday closures for Holidays, windy day closures, or for other reasons. These Saturday openings may increase if the weekday Landfill tonnage increases and we are forced to be open to receive excess tonnage. The District is often aware of Saturday openings several days or more beforehand, and will notify CONTRACTOR as soon as possible. Saturday openings require the CONTRACTOR to support landfill operations. Contractor shall provide the standard crew for these days unless otherwise directed by District.
- Tools such as litter pickers shall be provided by the Contractor. DISTRICT shall provide garbage bags and vehicle washing equipment.

Hours of Operation:

- The District's normal landfilling operational hours are from 6 a.m. to 5 p.m. Monday through Friday; Contractor is required to perform services 5 days a week (except New Years Day, 4th of July, Thanksgiving Day, and Christmas). Contractor may be asked to provide services outside of normal operational hours or during holidays given a minimum 48-hour advance notice from District.
- Refuse typically stops arriving at Toland roughly at 3 – 4 p.m. at which time the operating refuse area is covered with soil, tarps and/or other materials by the District. Before the Contractor departs for the day the Contractor needs to bag scattered litter at the refuse disposal face and surrounding areas with litter.

General Requirements:

- The Contractor's on-site labor supervisor shall be able to communicate effectively in English. This is necessary for safety and for the District to convey general operational needs, (Contractor needs to keep personnel out of harms way and receive timely on-site feedback from District staff).
 - Contractor's on-site labor supervisor is required to have a Nextel Direct connect radio and respond professionally to calls.
- District shall provide a designated area to use for breaks/lunch.
- CONTRACTOR shall provide additional portable toilets and hand-wash basin as CONTRACTOR deems necessary.
- Contractor's laborers need to be able to walk on uneven surfaces and be able to lift 70 pounds.

- Contractor shall provide appropriate Personal Protective Equipment (PPE) to accomplish tasks; i.e.: steel toed boots (and steel shank inserts when working in the refuse area), work gloves, safety glasses, headgear (subjective), rain gear, high visibility safety vests (OSHA standard lime green), dust masks, etc.
- Contractor needs to provide appropriate training (annual at a minimum) for personnel to work around landfill operations identifying basic hazards associated with refuse (i.e.: pathogens, sharp objects, biological hazards); working in close proximity to heavy equipment; landfill gas awareness; walking on uneven surfaces; avoiding vegetation such as poison oak; avoiding animal hazards such as snakes and other environmental concerns typical to this area of the Santa Clara River Valley Corridor; etc.
 - Training records need to be maintained by Contractor in the event there is a mishap, at which time the DISTRICT may request copies of the training records.
 - Contractor is responsible for training additional or replacement personnel as needed.
 - DISTRICT shall provide initial training for landfill gas hazards, confined space awareness (no entry into confined space allowed for this work), poison oak, and heat stroke. CONTRACTOR shall review this training and consider if supplemental training is required.

Rates:

CONTRACTOR regular straight-time and overtime hourly billable rate (includes all insurance, taxes, profit, overhead, etc.) for supervisor and laborers shall be as follows:

- Supervisor Straight-Time Rate: \$18.48/hr.
- Laborer Straight-Time Rate: \$13.86/hr.

- Supervisor Overtime Rate: \$27.72/hr.
- Laborer Overtime Rate: \$20.79/hr.

CONTRACTOR rate for travel in required vehicle shall be as follows: Current Internal Revenue Service (IRS) Standard Mileage "Business" Rate. Note Contractor shall report to Toland Landfill at no cost to District. This reimbursement shall be only for travel to other sites as directed by DISTRICT.

Transportation On and Off Site:

- Contractor is responsible for providing transportation for supporting the laborer tasks on-site, on Toland Road, and Route 126. The varied tasks and terrain of the Toland Landfill site require the Contractor to use a high-clearance vehicle to safely transport personnel. If working to assist District personnel in a specific area, Contractors' personnel may be transported by DISTRICT personnel in DISTRICT vehicle(s) throughout the working day.
 - On occasion, the DISTRICT will request that the Contractor transport personnel to other locations within Ventura County in support of DISTRICT business. The Contractor will receive mileage reimbursement from the DISTRICT by documenting and submitting miles traveled to locations worked away from the Toland Landfill (including Toland Road).
 - If weather or other factors prohibit the Contractor's vehicle from driving to an area where work is to be conducted, the DISTRICT will assist Contractor by transporting Contractor's personnel safely with appropriate vehicle (e.g. - all terrain vehicle, etc.).
 - A California DMV Class B with Passenger Endorsement is required when 6 or more persons are in the CONTRACTOR vehicle. Vehicle must meet all regulations.
- Safe operation of Contractor's vehicle is of prime importance to the District. The District reserves the right to inspect Contractor's vehicle at any time for safety related issues. Only qualified drivers shall

operate vehicle – District may inspect driver’s license at any time. All vehicles shall be regularly and systematically inspected, maintained, and lubricated. Contractor’s vehicles shall be of professional appearance, with no unsightly rust or paint; or inappropriate logos, placards, murals or other displays. Contractor’s vehicles shall be maintained in good mechanical condition, including the following.

- Tires: Minimum 5/32” tire treads. No obvious unsafe damage such as bulges or sidewall cuts.
- Seat belts for all passengers.
- Properly functioning safety features such as brakes, steering, seat belts, blinkers, headlights, doors, windows, etc.

Tasks

- Refuse pick up in landfilling area. Throughout the day trash needs to be removed from litter fencing, slopes that surround the landfill area, access roads, and the Administration / Maintenance building area. Controlling litter is the primary function of the Contractor.
- Garbage bags will be provided by DISTRICT to Contractor who will fill the bags, which will then be taken to the refuse disposal face by the Contractor.
- Clean litter out of water drainage systems (concrete and earthen ditches); remove refuse and vegetation from watercourses.
- Pick up litter and place in trash bags provided by the DISTRICT along the right of way of Toland Road (from Highway 126 to the landfill entrance); and from the landfill entrance to the landfilling area. Trash bags filled by CONTRACTOR will be taken to refuse dumping area by CONTRACTOR. CONTRACTOR shall drive this area at least twice daily to pickup litter.
 - Additionally, in Caltrans right of way, shoulder area only, from Hallock to Toland Road - pick up litter and place in trash bags and return trash bags to landfill refuse dumping area. This is part of District’s Adopt-a-highway program.
- CONTRACTOR shall provide general janitorial cleanup including sweeping, litter pickup and dusting/cleanup of equipment in the following areas on a as needed basis, at least weekly:
 - The Biosolids Drying and Electric Generation Facility.
 - The pole barn (equipment maintenance roofed area).
- Clean site signage ensuring writing is not obscured (i.e.: mud splatter, refuse, etc) at least 4 times per year.
- Remove litter from green waste/mulch used for erosion protection.
- Clean/wash DISTRICT wheeled vehicles at least every month (does not include heavy equipment), typically 15 vehicles (12 pickup trucks, and three (3) large water trucks). All vehicle washing shall occur in the designated wash area next to the pole barn. Also:
 - Up to 15 end dump trailers – at least weekly.
 - Up to 3 end dump belt trailers – at least monthly.
- Exterior of Buildings (front facade weekly) – benches need to be cleaned of dust/dirt; trash can bags need to be placed by curb for DISTRICT to pick up and new trash bags inserted in trash cans; and eaves of building need to be swept of cob webs/bird debris, etc.
- Clean roadside check dams (small structures and devices designed to catch debris and silt from runoff). Smaller amounts of material will be put in trash bags/cans by contractor and taken to refuse disposal area; larger amounts will be left in piles for pickup by District.
- District will create list to assure contract tasks are being completed. Contractor’s supervisor shall complete and submit or review list daily with District.
- Contractor’s supervisor shall respond promptly and professionally to all calls from District.
- Fuel tank area shall be checked and cleaned daily. Absorbent material (i.e. – “cat litter”) shall be used to cleanup any diesel/petroleum spills.
- Detention basin shall be inspected and cleaned up regularly for litter and debris.
- Biosolids receiving hopper shall be cleared of any spilled debris and hopper door closed throughout day.

- Biosolids facility drains shall be checked and cleared routinely.
- Dried biosolids area: clean any spilled oil routinely.

Inclement Weather Tasks

- High winds. Throughout the year, approximately 5 - 15 times, Toland receives extreme winds that blow refuse into the thick brush of the surrounding hills, and on isolated occasions onto adjacent property. Wind events such as this require recovering the wind-blown refuse from these hard to access areas; in the remote case of having to recover refuse on an adjacent property the DISTRICT will contact the landowner on behalf of the Contractor.

Exhibit B – Landfill Worker Services

General

- At the sole option of the District, the following services may be required of the CONTRACTOR. The tasks outlined will not occur on a routine basis. DISTRICT will provide as much lead time as possible, a minimum 4-day, as notification to CONTRACTOR when these services are required.
- General Requirements outlined in Exhibit A apply.
- Any required tools, equipment or materials not specified will be provided by District, unless otherwise mutually agreed upon by District and Contractor.
- Work under this Exhibit will generally be completed with a 3 man crew and require string trimming. Contractor shall provide three (3) commercial grade gas powered string type trimmers including commercial string (steel embedded) or blades in good operating condition for the 3 man crew. Contractor shall supply all fuel, oil, string/wire and maintenance of string trimmers.

Pay Rates:

CONTRACTOR regular straight-time and overtime hourly billable rate (includes all insurance, taxes, profit, overhead, etc.) for supervisor and laborers shall be as follows:

- Supervisor straight-time pay rate and overtime pay rate will paid in accordance with applicable prevailing wage rate multiplied by a factor of **1.54**.
- Laborer straight-time pay rate and overtime pay rate will paid in accordance with applicable prevailing wage rate multiplied by a factor of **1.54**.

Tasks

- Under direction of DISTRICT, CONTRACTOR shall install or modify the following:
 - Landfill gas (LFG) and leachate collection piping. The DISTRICT's LFG and leachate piping systems are continually modified as the landfill develops.
 - Storm drainage systems including pipe, ditches and appurtenances.
 - Concrete work - for sign posts, protection of piping, road crossings, etc.
 - Landfill Tarp Sewing – The DISTRICT will provide basic instruction to the CONTRACTOR in the operation of a portable field sewing machine to sew tears and other damage. Toland Landfill uses large canvas-like tarps to cover refuse at the end of the day, in the process of tarping the refuse and removing the tarps, tears/damage occur requiring repair.
 - Litter control fencing – install and move as directed by DISTRICT.

Exhibit C – Landscape Maintenance Laborer Services

General

- At the sole option of the District, the following services may be required of the CONTRACTOR. The tasks outlined will not occur on a routine basis. DISTRICT will provide as much lead time as possible, a minimum 4-day, as notification to CONTRACTOR when these services are required.
- General Requirements outlined in Exhibit A apply.
- Any required tools, equipment or materials not specified will be provided by District, unless otherwise mutually agreed upon by District and Contractor.

Pay Rates:

CONTRACTOR regular straight-time and overtime hourly billable rate (includes all insurance, taxes, profit, overhead, etc.) for supervisor and laborers shall be as follows:

- Supervisor straight-time pay rate and overtime pay rate will be paid in accordance with applicable prevailing wage rate multiplied by a factor of **1.54**.
- Laborer straight-time pay rate and overtime pay rate will be paid in accordance with applicable prevailing wage rate multiplied by a factor of **1.54**.

Tasks

- Mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.
- Servicing of irrigation and sprinkler systems, repairing of equipment used in such landscape maintenance.

Exhibit D – Construction Labor Services

General

- At the sole option of the District, the following services may be required of the CONTRACTOR. The tasks outlined will not occur on a routine basis. DISTRICT will provide as much lead time as possible, a minimum 4-day, as notification to CONTRACTOR when these services are required.
- General Requirements outlined in Exhibit A apply.
- Any required tools, equipment or materials not specified will be provided by District, unless otherwise mutually agreed upon by District and Contractor.

Pay Rates:

CONTRACTOR regular straight-time and overtime hourly billable rate (includes all insurance, taxes, profit, overhead, etc.) for supervisor and laborers shall be as follows:

- Supervisor straight-time pay rate and overtime pay rate will be paid in accordance with applicable prevailing wage rate multiplied by a factor of **1.54**.
- Laborer straight-time pay rate and overtime pay rate will be paid in accordance with applicable prevailing wage rate multiplied by a factor of **1.54**.

Tasks

- Certified Confined Space Laborer
- Cleaning and Handling of Panel Forms
- Concrete Screeding for Rough Strike-Off
- Concrete, Water Curing
- Demolition Laborer, the cleaning of brick if performed by an employee
- Performing any other phase of demolition work, and the cleaning of lumber
- Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
- Flagman
- Laborer, Asphalt-Rubber Material Loader
- Laborer, General or Construction
- Laborer, General Cleanup
- Laborer, Jetting
- Laborer, Temporary Water and Air Lines
- Post Hole Digger (Manual)
- Rigging and Signaling
- Scaler
- Slip Form Raisers
- Tarman and Mortar Man
- Tool Crib or Tool House Laborer
- Traffic Control by any method
- Water Well Driller Helper
- Window Cleaner
- Wire Mesh Pulling - All Concrete Pouring Operations