

**SECOND AMENDMENT TO AGREEMENT
FOR
COSTA MESA SANITARY DISTRICT VEHICLE MAINTENANCE SERVICES**

This SECOND AMENDMENT to Agreement for vehicle maintenance services is made and entered into this 1st day of October, 2014, by and between the COSTA MESA SANITARY DISTRICT, a sanitary district ("District") and CITY OF COSTA MESA, a municipal corporation ("City").

WITNESSETH:

WHEREAS, on September 7, 2010, the District and City entered into an Agreement for Costa Mesa Sanitary District Vehicle Maintenance Services for the City's provision of vehicle maintenance services to the District ("Agreement"); and

WHEREAS, the parties now desire to enter into this Second Amendment to Agreement for Costa Mesa Sanitary District Vehicle Maintenance Services ("Second Amendment") to update the list of District fleet vehicles and equipment maintained by the City and to update the City's hourly labor rate; and

WHEREAS, the District also intends to acquire seven portable generators to provide backup power for sewer lift stations but does not have adequate space at the District Yard to store them; and

WHEREAS, the City has agreed to store the portable generators at the City Corporate Yard, located at 2310 Placentia Avenue; and

WHEREAS, in return for storing the portable generators at the Corporate Yard, the District has agreed to allow the City to use the portable generators for City events.

NOW, THEREFORE, the parties amend the Agreement as follows:

SECTION 1. Subsection B of Section 3 entitled "Performance" of the Agreement is amended to insert the following additional subsections 20 through 29:

20. City agrees to store seven portable generators on City Corporate Yard premises at a location that is agreed to by both parties.

21. District will be responsible for providing preventive maintenance and repair services to the portable generators at District's sole expense. City agrees to allow the District's contractor to enter the Corporate Yard during Corporate Yard operating hours to perform said preventative maintenance and repair services.

22. District agrees to give City at least 48 hour notice before its contractor arrives to perform preventive maintenance and repair services. District will also provide City with name and contact information of contractor along with copy his/her insurance documents that meet City standards.

23. District agrees that the City may use one or more of the portable generators for City sponsored events. However, if an emergency arises and the District needs backup power for its lift stations, the District shall have the right to commandeer the generator(s) from City sponsored events.

24. City agrees to give District at least 48 hour notice before using the generator. City will be responsible for towing the generators to and from the events.

25. Before the generator(s) are towed to City events, a representative from both the City and District will inspect the generator(s) together and document any wear and tear on the exterior and the generator(s) will power on the equipment for testing. Any malfunctions during operations will be documented. Both representatives will sign off on the condition of the generator(s) and each agency will receive a copy before the generator(s) are put to use.

26. When the generator(s) are returned to the Corporate Yard after a City sponsored event, representatives from the City and District will inspect and test the generator(s) together. If damages to the generator(s) are observed and/or the equipment is not operating properly, the supervisors from both agencies will be notified and they will meet to discuss remedy options.

27. Generator cables will be stored at the District Yard, located at 174 W. Wilson Street.

28. District will be responsible for providing fuel to the generators at District expense. In addition, District will be responsible for providing fuel to the generators, at District expense, after being used at City sponsored events.

29. City agrees to give District staff access to the Corporate Yard 24 hours a day, seven days a week for access to the portable generators.

SECTION 2. Section 4 of the Agreement entitled "District Management" shall be amended to replace all references to "Operations Manager" with "Maintenance Supervisor."

SECTION 3. Section 5 of the Agreement entitled "Payment" is amended to update the labor rate to \$84.18 per hour. Twelve months after the executed day of this Second Amendment, the labor rate will increase to \$97.60 per hour.

SECTION 4. Exhibit A to the Agreement is hereby deleted and replaced by Exhibit A attached to this Second Amendment.

SECTION 5. Except as specifically amended by the terms of this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

COSTA MESA SANITARY DISTRICT

CITY OF COSTA MESA

[Redacted Signature] _____
General Manager

[Redacted Signature] _____
Chief Executive Officer

ATTEST:

ATTEST:

[Redacted Signature] _____
District Clerk

[Redacted Signature] _____
City Clerk



APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Redacted Signature] _____
District Counsel

[Redacted Signature] _____
City Attorney

District Counsel

City Attorney
Exhibit A

District Vehicles and Equipment, as of July 1, 2014

Vehicles

1. 2007 ¾ ton Chevrolet diesel 2500 Silverado pickup truck
2. 2008 ¾ ton Chevrolet diesel 2500 Silverado pickup truck
3. 2012 Chevrolet Volt
4. 2013 Ford F750 4X2 diesel crane truck

Equipment

1. 1998 Lukes Diesel Trailer Mounted Generac Generator Model GR190
2. 1998 Lukes Diesel Trailer Mounted Generac Generator Model GR85
3. Trailer mounted multi-quip generator
4. 2008 Trailer mounted SSP QI-200 bypass pump
5. 2008 Trailer mounted SSP QI-200 bypass pump
6. 2010 Trailer mounted SSP QI-200 bypass pump
7. Trailer mounted arrow board

CMSD STORAGE AT COSTA MESA CORP YARD

