



Meeting Date: 06 /21/11

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Michelle Johnson ^{MTS} Agenda Item No. I-15

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other (Specify) _____

DATE: June 9, 2011

TO: City Council

FROM: ^{SR.} Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: **Second Amendment to Agreement No. 3414-05-PW for Contracting Services between the City of Oxnard and Agromin Organics Recycling (Agromin) for Yard Waste, Wood Material and Street Sweeping Debris and Residuals Processing Services**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to the agreement with Agromin for an amount not to exceed \$560,000 for yard waste, wood material, and street sweeping debris and residuals processing services (Agreement No. 3414-05-PW) and to extend the term from July 1, 2011 to January 31, 2012.

DISCUSSION

During the term of the Agreement the Environmental Resources Division has delivered yard waste and wood material, and street sweeping debris and residuals, also known as green waste material, to Agromin located at 6859 Arnold Road in Oxnard. At the site, materials are processed and composted into reusable soil products such as soil amendments, soil blends, barks and mulches. The soil products are marketed to local farmers, nursery owners, landscapers and homeowners. Agromin works with Oxnard's communities by providing free compost and mulch at special community events such as the Earth Day Festival, America Recycles Day, and City composting classes.

In FY 2011-12 approximately 13,000 tons of green waste material will be collected from the City's residential refuse collection service and 4,000 tons from the City's street sweeping program. The benefits to Oxnard in recycling green waste material include State of California AB939 waste diversion compliance, water conservation through the use of mulch and compost, and reductions in the use of oil-based fertilizers, pesticides and herbicides.

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June 9, 2011
Page 2

Based on Agromin's updated per ton tipping fee of \$32.71 and the estimated 17,000 tons of waste to be collected and delivered to Agromin's facility for the extended 7 month term, the estimated value of this amendment is \$560,000. To date, the total amount paid in tipping fees to Agromin during the term of the Agreement, which commenced on October 1, 2006, is \$1,934,778.98.

Agromin currently performs effective, dependable and safe processing of green waste material for the City. Agromin meets all City requirements for the execution of this Second Amendment including the possession of an Oxnard business license, certificates of insurance, and compliance with Oxnard's living wage policy.

FINANCIAL IMPACT

There are sufficient funds proposed to be budgeted in the FY 2011-12 Budget in the Solid Waste Enterprise Fund Account Number 631-6304-842-8280 (Solid Waste/Processing & Disposal/Contractual/Green Waste Processing) for \$435,000 and in the Wastewater Collection Enterprise Fund Account Number 611-6107-844-8268 (Wastewater Collection/Storm Water Control/Refuse and Disposal) for \$125,000 to provide for the expense of yard waste and wood waste processing service under this amendment.

Attachment No. 1 Second Amendment to Agreement No. 3414-05-PW

**SECOND AMENDMENT TO AGREEMENT TO RECIEVE
MATERIALS AND PROCESS FOR REUSE**

This Second Amendment ("Second Amendment") to the Agreement to Receive Materials and Process for Reuse ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July, 2011, by and between the City of Oxnard, a municipal corporation, ("City") and Agromin Organics Recycling ("Contractor"). This Second Amendment amends the Agreement entered into on September 26, 2006, by City and Contractor, which has previously been renewed for the two-year period authorized by section 11 of the Agreement. Letter agreements were signed to extend the Agreement on February 14, 2008 and on May 28, 2009. In addition, this Agreement previously has been amended on July 20, 2010 by a First Amendment.

City and Contractor agree as follows:

1. In subsection (a) in section 7 of the Agreement, the fee "\$30.85" is deleted and replaced with the fee "\$32.71".
2. In subsection (b) in section 7 of the Agreement, the fee "\$25.10" is deleted and replaced with the fee "\$26.96".
3. In subsection (g) in section 7 of the Agreement, the fee "21.65" is deleted and replaced with the fee "\$22.51".
4. In section 10 of the Agreement, the expiration date "June 30, 2011" is deleted and replaced with the date "January 31, 2012."
5. That this Second Amendment shall not exceed the amount of \$560,000 from the period of July 1, 2011 to January 31, 2012.
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Dr. Thomas E. Holden, Mayor



Bill Camarillo, Chief Financial Officer
Agromin Organics Recycling

ATTEST:

APPROVED AS TO INSURANCE:

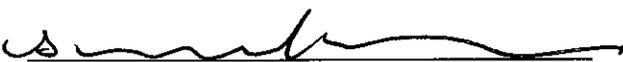
Daniel Martinez, City Clerk



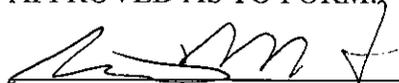
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

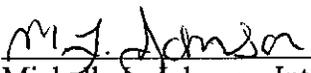
APPROVED AS TO FORM:



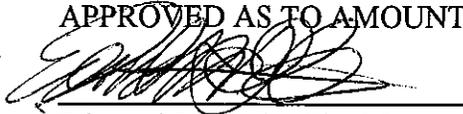
Rob Roshanian, Interim Public Works Director



Alan Holmberg, City Attorney



Michelle L. Johnson, Interim
Environmental Resources Manager

APPROVED AS TO AMOUNT


Edmund F. Sotelo, City Manager

