



Meeting Date: 07/20/10

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 *MJ*

Agenda Item No. I-9

Reviewed By: City Managers *SLB*

City Attorney *SMT*

Finance *JL*

Public Works *MS*

DATE: July 7, 2010

TO: City Council

FROM: Mark S. Norris, Assistant Public Works Director *Mark Norris*
Public Works Department

SUBJECT: First Amendment to Agreement No. 3414-05-PW for Contracting Services between the City of Oxnard and Agromin Organics Recycling (Agromin) for Yard Waste and Wood Material Processing Services

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the agreement with Agromin for an amount not to exceed \$525,000 for yard waste and wood material processing services (Agreement No. 3414-05-PW) and to extend the term from July 1, 2010 to June 30, 2011.

DISCUSSION

During the term of the Agreement the Environmental Resources Division has delivered yard waste and wood material, 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 2010-11 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 includes 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.

The initial term of the Agreement was from the period of October 1, 2006 through June 30, 2008 and was renewed through June 30, 2010 as authorized by the Agreement. The First Amendment provides an extension of the agreement term from July 1, 2010 through June 30, 2011.

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Based on Agromin's per ton tipping fee of \$30.85 and the estimated 17,000 tons of yard and wood waste to be collected and delivered to Agromin's facility for the extended one year term, the estimated value of this amendment is \$525,000. To date, the total amount paid in tipping fees to Agromin during the term of the Agreement is \$1,473,656.

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 First Amendment to include the possession of an Oxnard business license, certificates of insurance, and compliance with Oxnard's living wage policy.

FINANCIAL IMPACT

The are sufficient funds appropriated in the FY 2010-11 Budget in the Solid Waste Enterprise Fund Account Number 631-6304-842-8280 (Solid Waste/Processing & Disposal/ Contractual/Green Waste Processing) for \$400,000 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 First Amendment to Agreement No. 3414-05-PW

**FIRST AMENDMENT TO AGREEMENT TO RECEIVE
MATERIALS AND PROCESS FOR REUSE**

This First Amendment ("First 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, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Agromin Organics Recycling ("Contractor"). This First 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.

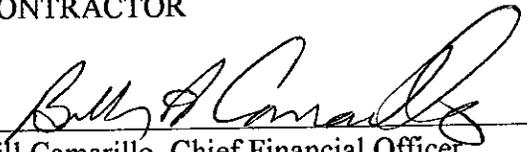
City and Contractor agree as follows:

1. Subsection (d) in section 1 of the Agreement, is deleted and replaced with "Materials shall mean Yard Waste, Wood Material, Street Sweeping Debris and Residuals".
2. Add subsection (f) in section 1 "Street Sweeping Debris shall mean and include material that is collected by street sweeping such as organic foliage, wood chips, grass and plant trimmings".
3. Subsection (a) in section 7 of the Agreement, the fee "\$30.70" is deleted and replaced with the fee "\$30.85".
4. Subsection (b) in section 7 of the Agreement, the fee "\$24.95" is deleted and replaced with the fee "\$25.10".
5. The last subsection in section 7 shall be designated "(f)".
6. Add subsection (g) in section 7 "For clean wood materials delivered by City to Contractor, City agrees to pay a fee of \$21.65 per ton".
7. In section 10 of the Agreement, the expiration date "June 30, 2008" is deleted and replaced with the date "June 30, 2011".
8. That this First Amendment shall not exceed the amount of \$525,000 from the period of July 1, 2010 to June 30, 2011.
9. That Contractor shall provide complimentary samples of compost to Oxnard residents during City special community events such as Earth Day, America Recycles Day and Composting Workshops. City shall provide Contractor with reasonable notice of the special community events.
10. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Dr. Thomas E. Holden, Mayor

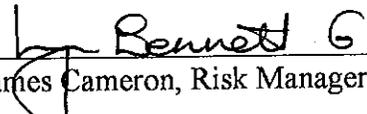


Bill Camarillo, Chief Financial Officer

ATTEST:

APPROVED AS TO INSURANCE:

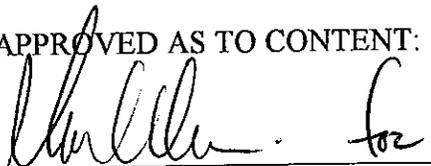
Daniel Martinez, City Clerk



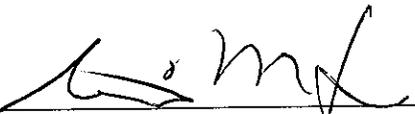
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

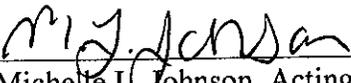
APPROVED AS TO FORM:



Rob Roshanian, Interim Public Works Director



Alan Holmberg, City Attorney



Michelle L. Johnson, Acting
Environmental Resources Superintendent