



Meeting Date: 01/24/12

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: Grant Dunne, Management Analyst III

Agenda Item No.

I-8

Reviewed By: City Manager

City Attorney

Finance

Public Works

DATE: January 13, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director  
Public Works Department

SUBJECT: **Third 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 Third Amendment to the agreement with Agromin for an amount not to exceed \$700,000 for yard waste, wood material, and street sweeping debris and residuals processing services (Agreement No. 3414-05-PW) and to extend the term from February 1, 2012 to January 31, 2013.

**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 14,500 tons of green waste material will be collected from the City's residential curbside collection service and 4,500 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.

**Third 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 and Street Sweeping Debris and Residuals Processing Services**  
**January 13, 2012**  
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Based on Agromin's updated per ton tipping fee of \$36.55 and the estimated 19,000 tons of waste to be collected and delivered to Agromin's facility for the extended 12 month term, the estimated value of this amendment is \$700,000. To date, the total amount paid in tipping fees to Agromin during the term of the Agreement, which commenced on October 1, 2006, is \$2,186,732. Agromin currently performs effective, dependable and safe processing of green waste material for the City.

**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 \$525,000 and in the Wastewater Collection Enterprise Fund Account Number 611-6107-844-8268 (Wastewater Collection/Storm Water Control/Refuse and Disposal) for \$175,000 to provide for the expense of yard waste and wood waste processing service under this amendment.

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

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

This Third Amendment ("Third 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 February, 2012, by and between the City of Oxnard, a municipal corporation, ("City") and Agromin Organics Recycling ("Contractor"). This Third 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 and by Second Amendment on July 1, 2011.

City and Contractor agree as follows:

1. Add subsection (g) in section 1 "Food Waste shall mean all excess food, including surplus, spoiled, or unsold food such as vegetables and culls (lower quality vegetables or trimmings such as onion peels or carrot tops), as well as plate scrapings".
2. In subsection (a) in section 7 of the Agreement, the fee "\$32.71" is deleted and replaced with the fee "\$36.55".
3. Add to subsection (a) in section 7 of the Agreement, "Contractor shall not charge a rate lower for Materials delivered by other customers comparable to the Materials delivered by the City as described in subsection (d) section 1".
4. Add subsection (h) in section 7 of the Agreement, "For Food Waste materials delivered by City to Contractor, City agrees to pay a fee of \$46.39 per ton."
5. In section 10 of the Agreement, the expiration date "January 31, 2012" is deleted and replaced with the date "January 31, 2013."
6. That this Third Amendment shall not exceed the amount of \$700,000 from the period of February 1, 2012 to January 31, 2013.
7. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

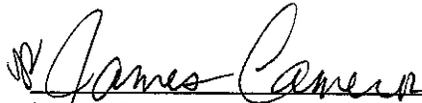
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Dr. Thomas E. Holden, Mayor

  
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Bill Camarillo, Chief Financial Officer  
Agromin Organics Recycling

ATTEST:

APPROVED AS TO INSURANCE:

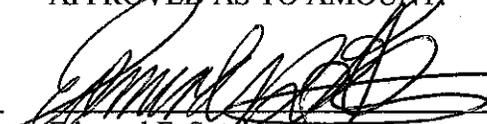
\_\_\_\_\_  
Daniel Martinez, City Clerk

  
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James Cameron, Risk Manager

APPROVED AS TO FORM:

  
Alan Holmberg, City Attorney

APPROVED AS TO AMOUNT:

  
Edmund F. Sotelo, City Manager

APPROVED AS TO CONTENT:

  
Rob Roshanian, Interim Public Works Director

  
Grant Dunne, Project Manager