

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 
Prepared By: Shaun Kroes, Senior Management Analyst 

DATE: May 6, 2011 (CC Meeting of 05/18/11)

SUBJECT: Consider Amendment No. 4 to Agreement for Street Sweeping Services

BACKGROUND/DISCUSSION

On January 5, 2000, the City entered into an Agreement with Pacific Sweep for street sweeping services. Pacific Sweep sweeps City-owned streets, the Metrolink parking lots, and Caltrans' streets that are within the city limits (Los Angeles Avenue, Moorpark Avenue, and Walnut Canyon Road). The City receives reimbursement from Caltrans for State streets swept by Pacific Sweep.

The Agreement has been amended three times. The first amendment was on October 10, 2005, when the Agreement's term was extended from December 31, 2005, to December 31, 2010. The second amendment was on April 8, 2010, when Pacific Sweep's name was changed from Pacific Sweep to David S. Hopkins doing business as Pacific Sweep. The third amendment was on December 30, 2010, when the Agreement's term was extended from December 31, 2010, to June 30, 2011. The third amendment also granted Pacific Sweep permission to store one of its street sweeping vehicles on City property and included additional insurance and indemnification requirements.

The current Agreement with Pacific Sweep is set to expire on June 30, 2011. Future street sweeping service administration may be transferred from the City to the City's franchise solid waste haulers. On May 4, 2011, the City Council approved extending the City's existing solid waste Franchise Agreements to December 31, 2011, while transition discussions continue. Consequently, the street sweeping Agreement should be extended for another six months to match the City's solid waste Franchise Agreements. Staff is also requesting that the City Manager be authorized to extend Pacific Sweep's Agreement an additional six months after December 31, 2011, if required.

FISCAL IMPACT

The proposed Amendment No. 4 would extend the existing street sweeping Agreement an additional six months. The current curb-mile-rate is \$17.98. The City's draft FY 2011/12 has \$116,200 budgeted for street sweeping services. The amendment would authorize expenditures of half that amount, or \$58,100. If the City Manager amends the Agreement for a fifth time the remaining \$58,100 would be authorized to be spent. It is proposed that if the \$58,100 were to be exceeded during a six month extension, then the City Manager shall be able to authorize an additional expenditure of five percent, or \$2,900 per six month amendment.

STAFF RECOMMENDATION

1. Authorize the City Manager to sign Amendment No. 4 to the Agreement for Street Sweeping Services for an amount not to exceed \$58,100 plus a five percent contingency of \$2,900, subject to final language approval of the City Manager and City Attorney.
2. Authorize the City Manager to amend the Agreement again for an additional six months for an amount not to exceed \$58,100 plus a five percent contingency of \$2,900, for a final Agreement expiration date of June 30, 2012.

Attachment:

Draft Amendment No. 4 for Street Sweeping Services

AMENDMENT NO. 4

AGREEMENT BETWEEN THE CITY OF MOORPARK AND DAVID S. HOPKINS
DOING BUSINESS AS PACIFIC SWEEP FOR STREET SWEEPING SERVICES

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and David S. Hopkins doing business as Pacific Sweep, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, on January 5, 2000, the City and Contractor entered into an Agreement for certain street sweeping services to be provided to City by Contractor; and

Whereas, on October 10, 2005, Amendment No. 1 to the Agreement was approved, extending the Term to December 31, 2010; and

Whereas, on April 8, 2010, Amendment No. 2 to the Agreement was approved, changing Contractor's name from Pacific Sweep to David S. Hopkins doing business as Pacific Sweep; and

Whereas, on December 30, 2010, Amendment No. 3 to the Agreement was approved, amending the Agreement to permit storage of a street sweeping vehicle on City property, and extending the Agreement from December 31, 2010 to June 30, 2011; and

Whereas, the City desires to extend the Agreement from June 30, 2011 to December 31, 2011; and

Whereas, the City desires the option to extend the Agreement for an additional six (6) months from December 31, 2011 to June 30, 2012; and

Whereas, both City and Contractor agree to the adjustments to the Agreement and now wish to document said Agreement by jointly approving this Amendment No. 4 to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

I. TERM

The term of the Agreement is extended to December 31, 2011. The City Manager shall be granted the authority to extend the Agreement an additional six (6) months from December 31, 2011 to June 30, 2012.

II. COMPENSATION

Compensation for this Amendment shall not exceed \$58,100 unless authorized by the City Manager. If the City Manager extends the Agreement for an additional six (6) months from December 31, 2011 to June 30, 2012, compensation for the additional six (6) months shall not exceed \$58,100 unless authorized by the City Manager.

III. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

CITY OF MOORPARK:

DAVID S HOPKINS, DBA PACIFIC SWEEP:

Steven Kueny, City Manager

David S. Hopkins, Owner

Date _____

Date _____

ATTEST:

Maureen Benson, City Clerk